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FILED

By Superior Court of California, County of San Mateo

ON 09/17/2025

By /s/ Nelson, Ashlee

Deputy Clerk

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3 **OTKUPMAN LAW FIRM, A LAW CORPORATION**
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9/5/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

6 Attorney for Plaintiff,
7 Quinn Ellis, on behalf of himself and all others similarly situated, and on behalf of the general
8 public

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN MATEO**

11
12 QUINN ELLIS, on behalf of himself and all
13 others similarly situated, and on behalf of the
general public,

CASE NO.: 24-CIV-00019

14
15 Plaintiff,

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

16 vs.

17 AB CEMETERY MANAGEMENT, INC., a
18 California Corporation, AB CEMETERY
MANAGEMENT, and DOES 1 through 10,
19 inclusive.

20 Defendants.
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- 1 4. The Court grants preliminary approval and conditional certification of the Class;
- 2 5. The Court grants preliminary approval of Plaintiff Quinn Ellis as Class Representative;
- 3 6. The Court grants preliminary approval of Otkupman Law Firm, A Law Corporation, as Class
- 4 Counsel;
- 5 7. The Court grants preliminary approval of the Settlement;
- 6 8. The Court approves the proposed Class Notice (attached hereto as Exhibit “A”) and the
- 7 Exclusion Form;
- 8 9. The Court grants preliminary approval of the Gross Settlement Amount of Two Hundred
- 9 Forty-Five Thousand Dollars (\$245,000.00);
- 10 10. The Court grants preliminary approval of APEX Class Action Administrator (“APEX”) as
- 11 Settlement Administrator and payment of service in an amount up to Fifteen Thousand
- 12 Dollars (\$15,000.00);
- 13 11. The Court grants preliminary approval of a Class Representative Enhancement Payment to
- 14 Plaintiff Quinn Ellis in an amount up to Five Thousand Dollars (\$5,000.00);
- 15 12. The court will make a final determination as to the attorneys' fees, costs and incentive award
- 16 at the final approval hearing.
- 17 13. The Court grants preliminary approval of the PAGA Payment in the amount of Twenty-
- 18 Five Thousand Dollars (\$25,000.00). Seventy-five percent (75%) of this amount will be
- 19 paid to the LWDA and twenty-five percent (25%) of this amount will be paid to the
- 20 Aggrieved Employees on a pro rata basis.
- 21 14. **Not later than fourteen (14) calendar days** after receiving the Class Data, the Administrator
- 22 shall mail the Class Notice to all identified Class Members whose address information is
- 23 known. (Settlement Agreement, ¶ (III)(55)(B))
- 24 15. **Not later than five (5) business days** after the Administrator’s receipt of any Class Notice
- 25 returned by the USPS because of an incorrect address, the Administrator shall conduct a
- 26 search using the NCOA and skip traces to attempt to find a more current address and will re-
- 27 mail the Class Notice if a more current address is found. (Settlement Agreement, ¶

1 (III)(55)(C))

2 16. Class Members who wish to exclude themselves (opt-out of)
3 the Class Settlement must send the Administrator, by mail or fax a written Request for
4 Exclusion **not later than sixty (60) calendar days** after the Administrator initially mails the
5 Class Notice (the Response Deadline). (Settlement Agreement, ¶ (I)(31), (III)(56)(C)(i)) The
6 Request for Exclusion must: (a) state the Class Member’s name, address, and telephone
7 number; (b) state the Class Member’s intention to exclude themselves from or opt-out of the
8 Settlement; and (c) be postmarked or fax receipt dated no later than the Response Deadline.
9 (Settlement Agreement, ¶ (III)(56)(C)(i)) No Aggrieved Employee can seek exclusion from
10 the PAGA portion of the Settlement.

11 17. Class Members who wish to object to the Settlement may send a written objection to the
12 Administrator which should state: (a) the objecting person’s full name; (b) the words, “Notice
13 of Objection” or “Formal Objection;” and (c) describe, in clear and concise terms, the
14 arguments supporting the objection. (Settlement Agreement, ¶¶ (III)(56)(B)) In the
15 alternative, Class Members may appear in Court (or hire an attorney to appear in Court) to
16 present verbal objections at the Final Approval Hearing. (Id.) Any Participating Class
17 Member who elects to send a written objection to the Administrator, must do so **no later than**
18 **sixty (60) calendar days** after the Administrator’s mailing of the Class Notice. (Settlement
19 Agreement, ¶¶ (I)(31), (III)(56)(B))

20 18. **No later than thirty (30) calendar days** of the Effective Final Settlement Date, Defendant
21 shall deposit the Gross Settlement Amount with the Administrator. (Settlement Agreement ¶
22 (III)(61))

23 19. **Within ten (10) calendar days** after Defendant funds the Gross Settlement Amount, the
24 Administrator will mail checks for all Individual Class Payments, Individual PAGA
25 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class
26 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
27 Representative Service Payment. (Settlement Agreement ¶ (III)(62))

28 20. Class Members must cash their Individual Payment checks **within one hundred eighty (180)**

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calendar days after they are mailed. (Settlement Agreement, ¶ (III)(63)(A)) Any settlement checks that are not cashed within one hundred eighty (180) calendar days after distribution by the Settlement Administrator shall be void and cancelled. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall direct the funds to the State Controller. (Settlement Agreement, ¶ (III)(63)(D))

21. The Court grants the schedule for implementation of the terms of the Settlement Agreement and the Court sets a hearing on final approval on April 15, 2026 at 2:00 p.m. ~~a.m./p.m.~~ in Department 28.

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SIGNED
By /s/ Healy, Nicole
09/17/2025

DATED: _____

HON. JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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

Quinn Ellis, et al. v. AB Cemetery Management, Inc., et al.
San Mateo County Superior Court Case No. 24-CIV-00019

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

You may be eligible to receive money from a proposed settlement of an employee class action lawsuit (“Action”) against AB Cemetery Management, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Quinn Ellis (“Plaintiff”) in San Mateo County Superior Court. The purpose of this notice is to briefly describe the Action and to inform of your rights and options in connection with the proposed settlement.

Defendant denies all liability and is confident that it has strong legal and factual defenses to the Action. Defendant contends that its conduct is and has been lawful at all times and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. However, Defendant has voluntarily agreed to terms of the proposed settlement to avoid the burden, distractions, and expense associated with continued litigation.

The Court has not made any ruling on the merits of this case. If the Court grants final approval of the Settlement, there may be money available to you

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendant agrees to fund Individual Class Payments to all current and former non-exempt employees employed by Defendant in the State of **California** from January 3, 2019, through the date the Court grants preliminary approval. (“Class Members”); and (2) a PAGA Settlement whereby Defendant agrees to fund Individual PAGA Payments for all current and former non-exempt employees employed by Defendant in the State of California from January 3, 2023 through preliminary approval of this Settlement (“Aggrieved Employees”) and make a payment to the California Labor and Workforce Development Agency (“LWDA”) to resolve Plaintiff’s claim for penalties under the California Private Attorney General Act (“PAGA”).

The Court has already preliminarily approved the proposed Settlement and approved this Notice. 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 Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires 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.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual
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<p>Participate in the Settlement</p>	<p>PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-Out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-Out Deadline is [REDACTED]</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by [REDACTED]</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.</p>
<p>You Can Participate in the [REDACTED] Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by [REDACTED]</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this notice.</p>

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to provide meal periods or compensation in lieu thereof, failing to provide rest periods or compensation in lieu thereof, failing to pay all wages, failing to comply with itemized employee wage statement provisions, failing to timely pay wages due at termination, failing to timely pay employees, failing to reimburse employees for business expenses, violation of unlawful deduction, failure to pay for all hours worked, including overtime hours worked, and failing to provide a place of employment that is safe and healthful. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Otkupman Law Firm, A Law Corporation (“Class Counsel.”)

Throughout this litigation, Defendant has denied—and continues to deny—the factual and legal allegations in the Action. Defendant does not believe it violated the law or any regulation regarding health and safety standards, how it paid employees, when it paid employees, how breaks were scheduled or taken, how wage statements displayed information, employee expense reimbursements, Defendant is confident that it has strong legal and factual defenses to the above claims, and contends that its conduct is and has been lawful at all times and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. However, Defendant has voluntarily agreed to the proposed settlement, which the parties negotiated with the assistance of a mediator, to avoid the burden, distractions, and expense associated with continued litigation.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant engaged Daniel J. Turner, an experienced, neutral mediator, in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval.

Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. For settlement purposes only, Plaintiff and Defendant agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, including whether it would be appropriate to certify this case as class action based on the facts of the case. The decision to certify the Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action, on a class action basis or otherwise.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best

interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

A. Defendant will pay \$245,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, both the Employee and Employer share of payroll taxes and required withholdings for the wage portion of payments made to the Class Members, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant shall wire to the Settlement Administrator the Gross Settlement Amount within forty-five (45) calendar days of the Effective Date, but no earlier than January 6, 2026.

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

1. The Court will make a final determination as to the attorney's fees and costs award at the Final Approval Hearing. To date, Class Counsel have worked and incurred expenses on the Action without payment.
2. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
3. A payment to the Administrator for services administering the Settlement not to exceed \$15,000.00.
4. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage

Portion”) and 75% to non-wage premiums, penalties, and interests. (“Non-Wage Portion.”) The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. All employer payroll taxes Defendant owes on the Wage Portion shall be separate and apart from and in addition to the Gross Settlement Amount. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the State Controller.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

G. The Proposed Settlement will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed 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.

H. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (“Apex” or the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail, and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 13 of this Notice.

I. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

Plaintiff and Participating Class Members, and their successors, assigns, and/or agents, shall fully and finally release and discharge the Released Parties from all claims asserted by Plaintiff in the civil complaint he filed in the Action on January 3, 2023, or any amendment thereto ("Complaint") or that could have been asserted in the Complaint based on the factual allegations contained therein, including claims for: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay overtime wages under California law; (4) failure to provide accurate wage statements; (5) failure to pay all wages due at termination; (6) failure to timely pay employees; (7) failure to reimburse business expenses; (8) unlawful deductions; (9) failure to pay for all hours worked; (10) failure to provide place of employment that is safe and healthful; (11) violation of Business and Professions Code section 17200; and potential claims reasonably arising out of or reasonably relating to the same set of operative facts and/or factual allegations pled therein.

Released Parties means:

Defendant AB Cemetery Management, Inc. and its present, former, and future controlling persons, parents, affiliates, subsidiaries, successors-in-interest, benefit plans sponsored by such companies, owners, shareholders, trustees, officers, directors, principals, employees, agents, attorneys, accountants, auditors, consultants, insurers and reinsurers, managers, trustees, fiduciaries, heirs, representatives, divisions, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, assigns, parent companies, and attorneys.

J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has fully funded the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The State of California and PAGA Members release the Released Parties from all claims for civil penalties under Labor Code § 2698 et seq. exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the Action, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

Further, the Parties stipulate that Defendant cannot henceforth be liable for any penalties pursuant to PAGA stemming from the any claims released in this Settlement. The Parties also stipulate and agree that even if any Class Member is considered or determined to be an “aggrieved employee” for purposes of PAGA, said Class Member waives any potential right to recover any penalty allowed by the PAGA related to the Released Claims during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant during the Class Period in California based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members during the Class Period based on the same Class data, which is then multiplied by the NSA. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member’s Individual Settlement Share ties directly to the amount of weeks that he or she worked.

B. Individual PAGA Payments. Each PAGA Member will receive a proportionate share of 25% of the PAGA Payment which equals (i) the number of weeks he or she worked for Defendant during the PAGA Period in California based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all PAGA Members during the PAGA Period based on the same Class data, which is then multiplied by 25% of the PAGA Payment. One day worked in a given week will be credited as a full week for purposes of this calculation. Therefore, the value of each PAGA Member’s share ties directly to the amount of weeks that he or she worked.

C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenged by signing and sending a letter to the Administrator via mail, email or fax. Section 13 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or Pay Periods 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 Administrator will resolve Workweek and/or Pay Period 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 Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. WHAT IS MY ESTIMATED SETTLEMENT PAYMENT AMOUNT?

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less all required payroll taxes and withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED].** The actual amount you may

receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

6. HOW WILL I GET PAID?

You do not have to do anything to receive payment of your portion of the Settlement. If you do nothing, you will be considered a "Participating Class Member" and the Administrator will send, by U.S. mail, a single check to every Participating Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

If you choose to opt-out of the Class Settlement (see Section 7 below), you will be considered a "Non-Participating Class Member" and the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you as an Aggrieved Employee. Although you may choose to opt out of the Class portion of the Settlement, you may not opt out of the PAGA portion of the Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 13 of this Notice has the Administrator's contact information.

7. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Quinn Ellis v. AB Cemetery Management, Inc.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 13 of the Notice has the Administrator's contact information.

8. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (those who have not opted out of the Class Settlement) have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount

Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 13 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [\[REDACTED\]](#).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [\[REDACTED\]](#).** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Quinn Ellis v. AB Cemetery Management, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 13 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [\[REDACTED\]](#) at [\[REDACTED\]](#) in Department 28 of the San Mateo County Superior Court, located at 800 N Humboldt Street, San Mateo, California 94401. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [\[REDACTED\]](#) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will be unable to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

12. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys Representing the Class (Class Counsel)

Name of Attorney: Roman Otkupman; Nidah Farishta
Email Address: Roman@OLFLA.com; Nidah@OLFLA.com
Name of Firm: Otkupman Law Firm, A Law Corporation
Mailing Address: 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362
Telephone: (818) 293-5623

Defendant AB Cemetery Management, Inc.'s Lawyers

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13. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgement or any other Settlement documents is to go to Apex's website at [\[REDACTED\]](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also personally review court documents on the Court's website (<https://odyportal-ext.sanmateocourt.org/portal-external>).

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

Class Counsel:

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Settlement Administrator:

Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number: