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FILED
Superior Court of California
County of Los Angeles

11/20/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JOANNA RAMIREZ, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

THE VILLAGE FAMILY SERVICES, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV07214

Assigned to the Hon. Carolyn B. Kuhl in Dept. 12

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

HEARING INFORMATION:

DATE: October 21, 2025

TIME: 10:30 a.m.

DEPT: 12

1 **[PROPOSED] ORDER**

2 Plaintiff Joanna Ramirez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action
3 and PAGA Settlement (“Motion”) came on for hearing before this Court on October 21, 2025.
4 Voskanyan Law Firm, PC. and Messrelian Law Inc. appeared on behalf of Plaintiff. Berger Kahn,
5 A Law Corporation appeared on behalf of Defendant The Village Family Services, Inc.
6 (“Defendant”). The Court, having considered Plaintiff’s Motion, memorandum of points and
7 authorities in support thereof, and supporting declarations filed therewith, and good cause
8 appearing, **HEREBY ORDERS THE FOLLOWING:**

9 1. The Court **GRANTS** preliminary approval of the Class Action and PAGA
10 Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), which is attached
11 as **Exhibit 1** to the Declaration of Harut Voskanyan in Support of Plaintiff’s Motion for Preliminary
12 Approval of Class Action and PAGA Settlement. The Court finds the Settlement Agreement to be
13 within the range of reasonableness of a settlement that ultimately could be granted approval by the
14 Court at the final approval hearing. All capitalized terms used herein shall have the same meaning
15 as defined in the Settlement Agreement.

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

24 3. The Court preliminarily finds that the Settlement Agreement, including the
25 allocations for Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs,
26 PAGA Amount, and payments to the Class Members and PAGA Employees provided thereby,
27 appear to be within the range of reasonableness of a settlement that could ultimately be given final
28 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted

1 as part of the Settlement Agreement and preliminarily finds that the monetary settlement awards
2 made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when
3 balanced against the probable outcome of further litigation relating to certification, liability, and
4 damages issues.

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

15 5. Court conditionally certifies, for settlement purposes only, the Class, defined as
16 follows:

17 All current and former non-exempt employees employed by Defendant within the
18 State of California at any time during the period from March 21, 2020 to June 8,
19 2025.

20 6. For purposes of settlement only, the Court designates Plaintiff Joanna Ramirez as the
21 Class Representative.

22 7. For purposes of settlement only, the Court designates Harut Voskanyan of
23 Voskanyan Law Firm, PC. and Harout Messrelian of Messrelian Law Inc. as Class Counsel.

24 8. The Court designates Apex Class Action LLC as the third-party Settlement
25 Administrator.

26 9. The Parties are ordered to implement the Settlement Agreement according to the
27 terms of the Settlement Agreement.

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1 10. Not later than twenty-one (21) calendar days after the date of this Order, Defendant
2 shall provide the Settlement Administrator with the Class List consisting of the following
3 information for each Class Member: (1) full name, (2) last-known mailing address, (3) last known
4 telephone number, (4) Social Security number, and (5) number of Workweeks during the Class
5 Period and PAGA Period.

6 11. The Court approves, as to form and content, the Notice of Class Action Settlement
7 (“Class Notice”) attached as **Exhibit A** to this Order. The Court finds that the Class Notice appears
8 to fully and accurately inform the Class Members of all material elements of the Settlement, of Class
9 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
10 Class Members’ right to dispute the Workweeks credited to each of them, and of each Class
11 Member’s right and opportunity to object to the Class Settlement by sending an objection to the
12 Settlement Administrator or appearing at the Final Approval Hearing. The Court further finds that
13 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
14 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
15 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
16 persons entitled thereto. The form and method of giving notice complies fully with the requirements
17 of California Code of Civil Procedure section 382, California Civil Code section 1781, Rules 3.766
18 and 3.769 of the California Rules of Court, the California and United States Constitutions, and other
19 applicable law.

20 12. The Court directs the Settlement Administrator to mail the Class Notice by First-
21 Class U.S. mail to all Class Members no later than fourteen (14) calendar days after receiving the
22 Class List from Defendant, in accordance with the terms of the Settlement Agreement.

23 13. The Court hereby approves the proposed procedure, set forth in the Settlement
24 Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be
25 excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion
26 in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
27 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of
28 the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class

1 Notice, the Response Deadline will be extended by fifteen (15) calendar days from the initial
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
4 not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. If
5 the Settlement is granted final approval, Class Members who have not submitted a timely and valid
6 request to be excluded from the Settlement (i.e., Settlement Class Members) shall be bound by the
7 Class Settlement and any final judgment based thereon, and PAGA Employees will be entitled to
8 recovery from the PAGA Settlement and will be deemed to release the Released PAGA Claims,
9 irrespective of whether they opt out of the Class Settlement.

10 14. The Court further approves the procedures for Settlement Class Members to object
11 to the Settlement Agreement, as set forth in the Class Notice and the Settlement Agreement. To
12 object to the Class Settlement, a Settlement Class Member must submit a written objection to the
13 Settlement Administrator on or before the Response Deadline. The objection must be signed and
14 must contain the information that is required, as set forth in the Class Notice, including and not
15 limited to the grounds for the objection. The procedures and requirements for filing objections in
16 connection with the final fairness hearing are intended to ensure the efficient administration of
17 justice and the orderly presentation of any Participating Class Member's objection to the Settlement
18 Agreement, in accordance with the due process rights of all Class Members. Participating Class
19 Members who wish to object to the Class Settlement may also appear at the Final Approval Hearing
20 to object to the Class Settlement.

21 15. The hearing on Plaintiff's Motion for Final Approval is scheduled to take place in
22 Department 12 of this Court, located at 312 North Spring Street, Los Angeles, California 90012, on
23 May 20, 2026 at 10:30 am, at _____ a.m. / p.m. At the Final Approval hearing, the
24 Court will consider: (a) whether the Settlement Agreement should be finally approved as fair,
25 reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the
26 Settlement Agreement should be entered; and (c) whether Plaintiff's application for the Attorneys'
27 Fees and Costs, Enhancement Payment, and Settlement Administration Costs should be granted.

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1 16. Class Counsel shall file a Motion for Final Approval of the Settlement and for
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration
3 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
4 Administrator's declaration no later than sixteen (16) court days before the Final Approval Hearing.

5 17. The Settlement is not a concession or admission, and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
9 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
10 deemed to be in evidence for any purpose adverse to Defendant, including, but not limited to,
11 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
12 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
13 implementation, interpretation, or enforcement of the Settlement.

14 18. Pending the Final Approval Hearing, all proceedings in this Action, other than
15 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
16 and this Order, are stayed.

17 19. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
18 connection with the administration of the Settlement Agreement which are not materially
19 inconsistent with either this Order or the terms of the Settlement Agreement.

20 20. In the event the Settlement does not become effective in accordance with the terms
21 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
22 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
23 vacated, and the Parties shall revert back to their respective positions as of before entering into the
24 Settlement Agreement.

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

IT IS SO ORDERED.

Dated: 11/20/2025



Carolyn B. Kuhl

By: Carolyn B. Kuhl / Judge
The Honorable Carolyn B. Kuhl
Judge of The Superior Court

NOTICE OF CLASS ACTION SETTLEMENT

Joanna Ramirez v. The Village Family Services, Inc.

Superior Court of California for the County of Los Angeles, Case No. 24STCV07214

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, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Joanna Ramirez ("Plaintiff") and Defendant The Village Family Services, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Joanna Ramirez v. The Village Family Services, Inc.*, Los Angeles County Superior Court, Case No. 24STCV07214 ("Action"), 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" means all current and former non-exempt employees employed by Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from March 21, 2020 through [June 8, 2025 or, if applicable, the Alternate Class Period End Date, pursuant to Paragraph 36 of the settlement agreement]

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from February 17, 2022 through [June 8, 2025, or, if applicable, the Alternate PAGA Period End Date pursuant to Paragraph 36 of the settlement agreement].

BACKGROUND OF THE ACTION

On January 9, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to pursue civil penalties for alleged violations of the California Labor Code ("LWDA Letter"). On March 21, 2024, Plaintiff filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Los Angeles County Superior Court, Case No. 24STCV07214.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, 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 Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Settlement Administrator] as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Joanna Ramirez as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Harut Voskanyan, Esq.
Voskanyan Law Firm, PC
303 N. Glenoaks Blvd., Suite 200
Burbank, CA 91502
Telephone: 213-296-2681 / Fax: 213-296-2691

Harout Messrelian, Esq.
Messrelian Law, Inc.
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203
Telephone: 818-484-6531 / Fax: 818-956-1983

If you are a Class Member, you do not need to 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 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.

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 Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff 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 and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

SUMMARY OF THE PROPOSED SETTLEMENT

Settlement Formula

The total gross settlement amount to be paid by Defendant is \$437,500.00 (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 up to one-third (1/3) of the Gross Settlement Amount (i.e., \$145,833.33 if the Gross Settlement Amount remains \$437,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount up to \$40,000.00 (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount up to \$10,000.00 to Plaintiff; (3) Settlement Administration Costs in an amount up to \$9,000.00 to the Settlement Administrator; and (4) the amount of \$20,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Amount”). The PAGA Amount will be distributed 75% (\$15,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$5,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”).

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 performed work for Defendant as a non-exempt, hourly paid employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to arrive at each Class Members’ Individual Settlement Share that he or she may be eligible 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 payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 10% wages, which will be reported on an IRS Form W-2, and 90% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the 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 the number of **Workweeks of each PAGA Employee during the PAGA Period**. The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount,

by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to arrive at each PAGA Employee’s Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in **Section III.C** below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an 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 contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From March 21, 2020 through [June 8, 2025 or, if applicable, the Alternate Class Period End Date, pursuant to Paragraph 36 of the settlement agreement] (i.e., Class Period), you are credited with << >> Workweeks.

From February 17, 2022 through [June 8, 2025, or, if applicable, the Alternate PAGA Period End Date pursuant to Paragraph 36 of the settlement agreement] (i.e., PAGA Period), you are credited with << >> Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of the Action (*Joanna Ramirez v. The Village Family Services, Inc.*, Los Angeles Superior Court Case No. 24STCV07214); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contain a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in **Section IV.B** below, postmarked **no later than [Response Deadline]**.

Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be \$<< >>. 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.

Your Individual PAGA Payment is estimated to be \$<< >>.

Payments under the Settlement 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/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

Release of Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code sections 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code sections 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code section 226.7; (4) failure to pay minimum wages under Labor Code sections 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code section 203; (6) failure to timely pay wages during employment under Labor Code

sections 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code section 226; (8) failure to keep requisite payroll records under Labor Code section 1174(d); (9) failure to reimburse business expenses under Labor Code sections 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code section 17200, et seq.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were alleged in the PAGA Notice and Complaint in the Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Complaint in the Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including inter alia sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders for failure to pay all overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

“Released Parties” means Defendant The Village Family Services, Inc. and its parents, predecessors, successors, affiliates, subsidiaries, officers, directors, members, agents, employees, insurers, and stockholders.

Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to one-third (1/3%) of the Gross Settlement Amount (i.e., an amount of up to \$145,833.33 if the Gross Settlement Amount is \$437,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to \$40,000.00 (“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 Action on behalf of Plaintiff, Class Members, the State of California, 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.

Enhancement Payment to Plaintiff

Plaintiff will seek the amount of \$10,000.00 (“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, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed \$9,000.00 (“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, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Gross Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within thirty (30) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Employees are expected to occur within seven (7) calendar days after the funding of the Gross Settlement Amount.

“Effective Date” means the later of: (a) the entry of the Final Approval Order and Judgment, assuming no Objections are made; (b) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed; or (c) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.

WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

Participate in the Settlement

If you want to participate in the Settlement and receive money from the 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, 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 described in

Section **III.D** above.

If you are a PAGA Employee, 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 described in Section **III.D** above.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Action (*Joanna Ramirez v. The Village Family Services, Inc.*, Los Angeles Superior Court Case No. 24STCV07214); (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (3) contain a clear statement that you request to be excluded from the Class Settlement; and (4) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who submitted a timely and validly Request for Exclusion will not be entitled to receive 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 Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in **Section III.D** above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in **Section III.D** above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Joanna Ramirez v. The Village Family Services, Inc.*, Los Angeles Superior Court Case No. 24STCV07214); (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (3) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department **[Number/Letter]** of the Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, CA 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 award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: <https://my.lacourt.org/laccwelcome>.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.ca.gov/home>.

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 imaged documents filed in the Action for a fee by visiting the Office of

the Clerk of the Court, located at the Stanley Mosk Courthouse 111 N Hill St, Los Angeles, CA 90012, during business hours, or online by visiting the following website: <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages/SearchCaseNumber> , and typing in the case number “24STCV07214.”

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.