

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

*Hannah Williams v. Cedar Creek Inn SJC, Inc.*

Superior Court of California, County of Orange Case No. 30-2020-01174105-CU-OE-CXC

*A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.*

IF YOU ARE OR WERE EMPLOYED BY CEDAR CREEK INN SJC, INC. (“DEFENDANT”) IN CALIFORNIA AS AN HOURLY-PAID EMPLOYEE AT ANY TIME BETWEEN JUNE 15, 2017, and MAY 26, 2022, THIS PROPOSED CLASS AND PAGA ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

***Why should you read this Notice?***

A proposed settlement (the “Settlement”) has been reached in the class and PAGA action lawsuit entitled *Hannah Williams v. Cedar Creek Inn SJC, Inc.*, Superior Court of California, County of Orange Case No. 30-2020-01174105-CU-OE-CXC (the “Action”). The purpose of this Notice of Proposed Class and PAGA Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Randall J. Sherman on **September 20, 2024**, in Department CX-105 of the Orange County Superior Court, Central Justice Center, 700 Civic Center Drive West, Santa Ana, CA 92701, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING – GET MONEY</b>	<p>To receive settlement benefits as explained more fully below you <b>do not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: &lt;&lt;\$estAmount&gt;&gt;. See the explanation below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant and Released Parties as detailed below.</p>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE BY: SEPTEMBER 9, 2024</b>	<p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement, except if you are a PAGA Eligible Aggrieved Employee (“Eligible Aggrieved Employee”)</b> as detailed below.</p> <p>Instructions are set forth below.</p>
<b>OBJECT TO THE SETTLEMENT - DEADLINE TO SUBMIT <i>WRITTEN</i> OBJECTIONS: SEPTEMBER 9, 2024</b>	<p>To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. <i>Written</i> objections must be submitted by September 9, 2024.</p>

**1. Why did I get this Notice?**

The Court has granted preliminary approval of the Settlement. **You have received this Notice because you have been identified as a member of the Class (“Class Member”) and/or a PAGA Eligible Aggrieved Employee (“Eligible Aggrieved Employee”) according to Defendant’s records. You may be entitled to receive money from this Settlement.**

**The Class is defined as:** All hourly paid, non-exempt employees of Defendant who worked for Defendant in California at any point during the Class Period. The “Class Period” is from June 15, 2017, through May 26, 2022.

**The Eligible Aggrieved Employees** are defined as all hourly paid, non-exempt employees of Defendant who worked for Defendant in California at any point during the PAGA Period. The “PAGA Period” is from October 16, 2019, through May 26, 2022.

**2. What is this case about?**

In the Action, Plaintiff Hannah Williams (“Plaintiff”) alleges on behalf of herself, the Class and the Eligible Aggrieved Employees that Defendant: (1) failed to provide legally compliant meal periods; (2) failed to provide legally compliant rest periods; (3) failed to properly pay accrued sick pay; (4) failed to provide accurate wage statements and to maintain records; (5) failed to pay all wages; and (6) failed to timely pay all wages upon separation. Plaintiff seeks unpaid wages, premiums, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification or status as a PAGA action.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members and Eligible Aggrieved Employees.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

**3. Who are the attorneys representing the Parties?**

The attorneys representing the Parties in the Action are:

**Class Counsel**

Andrea Paris  
**ANDREA PARIS LAW**  
1055 W. Seventh St., Suite 1880  
Newport Beach, California 92660  
Telephone: (949) 529-0007

**Defendant’s Counsel**

Lizbeth Ochoa  
Victor T. Xu  
**FISHER & PHILLIPS LLP**  
2050 Main Street, Suite 1000  
Irvine, California 92614  
Telephone (949) 851-2424

**4. What are the Settlement terms?**

**Gross Settlement Amount.** Subject to final Court approval, Defendant has agreed to pay an “all in” amount of One Hundred Ten Thousand Dollars and Zero Cents (\$110,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, Class Members’ side of taxes and the Class Representative Enhancement Payment to the Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$11,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. An award of attorney’s fees to Class Counsel of no more than 33% of the Gross Settlement Amount (currently \$36,300.00) (“Class Counsel Fees Payment”) and an award of costs to Class Counsel for litigation expenses of not more than \$5,661.00 (“Class Counsel Litigation Expenses Payment”) for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel has been prosecuting the Action on behalf of Plaintiff, the state, the Class and the Eligible Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Class Representative Enhancement Payment. Class Representative Enhancement Payment of up to Fifteen Thousand Dollars (\$15,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class and Eligible Aggrieved Employees in initiating and prosecuting the Action.
- PAGA Payment. A payment of \$5,000 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$3,750 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$1,250 will be distributed to the Eligible Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Enhancement Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to Eligible Aggrieved Employees. The Net PAGA Amount shall be distributed to Eligible Aggrieved Employees irrespective of whether they exclude themselves or opt-out as Settlement Class Members. The Net PAGA Amount will be divided by the total number of pay periods worked by all Eligible Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Eligible Aggrieved Employee during the PAGA Period.

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

Tax Matters. 34% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 66% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Payment and each Eligible Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

### ***5. What do I release under the Settlement?***

Released Parties. The Released Parties under this Settlement are defined as, Defendant and its present, future and former owners, officers, directors, employees, shareholders, agents, trustees, heirs, representatives, fiduciaries, administrators, executors, partners, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, subrogees, predecessors, successors and assigns and any individual or entity which could be jointly or severally liable with Defendant and any entity that could be deemed a joint employer with Defendant for any of the Released Class Claims or PAGA Released Claims within the Class Period and/or PAGA Period.

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members will release all Released Parties from all Released Class Claims that occurred during the Class Period. Released Class Claims means all class claims alleged in the operative complaint in the Action and any other claims that could have been asserted in the Action based on the facts alleged, which arose at any time during the Class Period, including, but not limited to, federal or state wage and hour claims (including claims under the California Labor Code, Fair Labor Standards Act and applicable Wage Order(s) for: (1) failure to provide legally compliant meal periods; (2) failure to provide legally compliant rest periods; (3) failure to pay accrued sick pay; (4) failure to provide accurate wage statements; (5) failure to pay all wages; and (6) failure to timely pay all wages upon separation and their related provisions of the Labor Code, sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.7, 246, 266(e), 512, 557, 558, 558.1, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 which occurred during the Class Period ("Class Release"). This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon entry of final judgment and funding of the Gross Settlement Amount by Defendant, all Eligible Aggrieved Employees including Plaintiff will release Defendant and all Released Parties from all Released PAGA Claims that occurred during the PAGA Period. Released PAGA Claims means all PAGA claims for civil penalties and any other available relief under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") alleged in the operative complaint in the Action and/or Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period including for violations of California Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5 and 2802 ("PAGA Release"). If you are an Eligible Aggrieved Employee, you cannot opt-out of the PAGA portion of the Settlement. Class Members who timely opt out from the Class Settlement remain eligible for an Individual PAGA Payment if they are an Eligible Aggrieved

Employee. If you are an Eligible Aggrieved Employee, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties relating to the Released PAGA Claims within the PAGA Period.

### ***6. How much will my payment be?***

**Defendant's records reflect that you have <<workweeks>> Workweeks worked during the Class Period (June 15, 2017, to May 26, 2022)**

**Based on this information, your estimated Individual Settlement Payment is <<\$EstAmount>>.**

**Defendant's records reflect that you have <<PAGA\_Payperiods>> pay periods worked during the PAGA Period (October 16, 2019, to May 16, 2022).**

**Based on this information, your estimated PAGA Payment Share is <<\$PAGA\_Amount>>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than September 9, 2024.

### ***7. How can I get a payment?***

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Williams v. Cedar Creek Inn SJC, Inc., et al., c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

All checks for individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a participating Settlement Class Member within that time. Any individual Settlement Payment that is not cashed by a Settlement Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller Unclaimed Property Fund in the name of each check recipient who failed to cash their check prior to the void date. The Settlement Administrator shall void any tax documents issued to Settlement Class Members who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

The Court will hold a hearing on September 20, 2024, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Settlement Class Members by posting a copy of the Judgment on the administrator's website at [www.cptgroup.com/cedarcreeksettlement](http://www.cptgroup.com/cedarcreeksettlement).

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

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

To opt out of the Class Settlement, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than September 9, 2024. A Request for Exclusion form is attached to this Class Notice as Exhibit B. The address for the Settlement Administrator is Williams v. Cedar Creek Inn SJC, Inc., et al., c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. The request for exclusion must state in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Hannah Williams v. Cedar Creek Inn SJC, Inc., Orange County Superior Court, Case No. 30-2020-01174105-CU-OE-CXC*. I understand that by requesting to be excluded from the class settlement, I will receive no money from the Class Settlement described in this Notice.” The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after September 9, 2024, or are incomplete or unsigned will be rejected, and those Class Members will be deemed Settlement Class Members and remain bound by the Settlement and the release described above.

### ***9. How do I tell the Court that I would like to challenge the Settlement?***

Any Settlement Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Settlement Class Member’s name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Hannah Williams v. Cedar Creek Inn SJC, Inc., Orange County Superior Court, Case No. 30-2020-01174105-CU-OE-CXC*. You may also object without submitting a written objection by appearing, or having your lawyer appear on your behalf, at the final approval hearing scheduled as described above.

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

### ***10. How can I get additional information?***

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation and Settlement Agreement, the First Amendment to Joint Stipulation and Settlement Agreement Executed on August 31, 2022, and the Second Amendment to Joint Stipulation and Settlement Agreement (collectively “Settlement Agreement”) attached to the Declarations of Andrea Paris in Support of Plaintiff’s Motion for Preliminary Approval. The Settlement Agreement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Orange County Superior Court. Because of the Orange County Superior Court’s COVID-19 pandemic procedures, in order to view documents filed in the lawsuit, Class Members may be required to make an appointment with the Court to view documents. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above. You can also obtain further information regarding this action and this settlement at: [www.cptgroup.com/cedarcreeksettlement](http://www.cptgroup.com/cedarcreeksettlement).

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.**