

**PLEASE READ THIS NOTICE CAREFULLY.
IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

*This is **not** a solicitation from a lawyer. A court authorized this notice.*

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Antonio Urrutia vs. BLVD Residential Inc. et al.

Superior Court of The State of California, County of San Mateo Case No. 24-CIV-00086

If you were employed as a non-exempt, hourly employee by BLVD Residential Inc. (“BLVD Residential”) in California at any point from August 11, 2023 to March 22, 2025, a proposed class action settlement may affect your rights and you may be entitled to money under the proposed Settlement.

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

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- You are receiving this Class Notice (“Notice”) because Defendant BLVD Residential’s records show that you are in the proposed Settlement Class. Your estimated Net Settlement Award is [INSERT ESTIMATED NET SETTLEMENT AWARD]. Defendant BLVD Residential’s records indicate that you worked [INSERT NUMBER OF WORKWEEKS WORKED DURING THE CLASS PERIOD PER DEFENDANT’S RECORDS] workweeks during the Class Period.
- Plaintiff alleges that Defendants (BLVD Residential and Debra O’Toole) failed to pay minimum wages for all hours worked, failed to pay overtime wages and/or at the proper rate, failed to provide meal periods and/or pay meal period premiums at the correct rate, failed to provide rest periods and/or pay rest period premiums at the correct rate, failed to provide accurate itemized wage statements, failed to timely pay all wages owed upon separation, and that these actions constituted unfair competition in violation of Bus. & Prof. Code § 17200. Plaintiff also sought penalties under the Private Attorneys’ General Act of 2004 (“PAGA”) for the same alleged conduct as well as Defendants’ alleged failure to timely pay wages during employment, failure to maintain accurate time records, and failure to pay sick pay at the proper rate.
- Defendants deny Plaintiff’s claims and assert that they have complied with all of their legal obligations under the California Labor Code. The Settlement is not an admission of any wrongdoing, and the Court has not made any findings of liability.
- Plaintiff and Defendants (collectively the “Parties”) disagree as to the probable outcome of the lawsuit with respect to liability and damages if it were not settled. Although Plaintiff believes his claims have merit, he recognizes that litigating is a risky proposition, and that he may not prevail on all or some of his claims. Likewise, while Defendants are confident that they have strong defenses to Plaintiff’s claims, they recognize the risks, distractions, and costs involved with litigation. The Parties reached a proposed Settlement of the claims asserted in the lawsuit after considering the risks and costs inherent in litigation.

- On [INSERT PRELIMINARY APPROVAL DATE] the Court granted preliminary approval of the proposed Settlement. The Court has expressed no opinion on the merits of Plaintiff's claims or Defendants' defenses.
- You have several options available to you:

PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT	<p><u>YOU DO NOT NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT.</u> By doing nothing, you <u>WILL</u> receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendants separately regarding certain claims as described below in this Notice. Your estimated Settlement Award is [INSERT ESTIMATED NET SETTLEMENT AWARD].</p>
ASK TO BE EXCLUDED (OPT OUT)	<p>If you timely request in writing to be excluded from the proposed Settlement, you <u>WILL NOT</u> receive a share of the Settlement proceeds, but you will keep any rights you may have to sue Defendants separately about the same legal claims in this lawsuit. Your written Opt Out must be postmarked by [REDACTED], [REDACTED]. However, you will still be bound to the PAGA release of claims and still receive your portion of the Aggrieved Employees' \$7,500.00 in PAGA penalties, if you are an Aggrieved Employee, as explained in more detail below.</p>
OBJECT	<p>You may object to the Settlement if you did not ask to be excluded from the Settlement. If you timely submit in writing an objection to the Settlement and the Settlement is nonetheless granted final approval, you <u>WILL</u> (i) receive a share of the Settlement proceeds and (ii) release legal claims against Defendants. Your written objection should be postmarked by [REDACTED], [REDACTED].</p> <p>You can also appear at the Final Approval Hearing scheduled to take place on _____ to verbally object to the Settlement.</p>
FILE A WORKWEEK DISPUTE	<p>If you believe that BLVD Residential's records are incorrect and that you worked more than [INSERT NUMBER OF WORKWEEKS WORKED DURING THE CLASS PERIOD PER DEFENDANT'S RECORDS] workweeks from August 11, 2023 to March 22, 2025, then you may file a Workweek Dispute with the Settlement Administrator. Your Workweek Dispute must be postmarked by [REDACTED], [REDACTED].</p>

Your options are explained further in this Notice.

1. Why did I get this Notice?

The Court has granted preliminary approval of the Settlement of the class action brought on behalf of all non-exempt, hourly employees who were employed by BLVD Residential in California at any point from August 11, 2023 to March 22, 2025. You have received this Notice because Defendants' records indicate that you are a member of the Settlement Class ("Class Member").

2. What is this lawsuit about?

This lawsuit was filed on January 4, 2024. Plaintiff alleges that Defendants failed to pay minimum wages for all hours worked, failed to pay overtime wages and/or at the proper rate, failed to provide meal periods and/or pay meal period premiums at the correct rate, failed to provide rest periods and/or pay rest period premiums at the correct rate, failed to provide accurate itemized wage statements, failed to timely pay all wages owed upon separation, and that these actions constituted unfair competition in violation of Bus. & Prof. Code § 17200. Plaintiff also sought penalties under PAGA for the same alleged conduct as well as BLVD Residential's alleged failure to timely pay wages during employment, failure to maintain accurate time records, and failure to pay sick pay at the proper rate. Defendants deny the allegations and contend that they have complied with all of their legal obligations under the California Labor Code.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendants' defenses.

4. Why did this case settle?

The Parties in this Action disagree as to the probable outcome of the action with respect to liability and damages if it were not settled. Although Plaintiff believes his claims and that of the Settlement Class have merit, Plaintiff recognizes that litigating is a risky proposition, and that he may not have prevailed on all or some of his claims. Likewise, while Defendants are confident that they have strong defenses to Plaintiff's claims, they recognize the risks, distractions, and costs involved with litigation. The Parties reached the proposed Settlement of the claims asserted in the lawsuit after consideration of the risks and costs inherent in litigation.

5. What are the terms of the proposed Settlement and how much will I receive?

The Gross Settlement Amount is \$300,000.00. Under the proposed Settlement, the following amounts will be deducted before any payments are made to the Settlement Class, subject to final approval by the Court:

- Attorneys' Fees – up to \$100,000.00
- Reimbursement for Case Expenses – up to \$22,000.00
- Payments to the Labor & Workforce Development Agency for PAGA Penalties – \$30,000.00 (\$7,500 of the \$30,000.00 in PAGA Penalties will be distributed to the Aggrieved Employees as part of the Net Settlement Amount, as further explained below).
- Settlement Administration Expenses – up to \$12,000.00

- Service Award to the Class Representative (*i.e.* the Plaintiff): – up to \$5,000.00

After these deductions, approximately \$138,500.00 (when including the Aggrieved Employees' \$7,500.00 share of PAGA penalties) will be available for payment to the Settlement Class receiving this Notice as the Net Settlement Amount. Each Participating Class Member will share in the Net Settlement Amount on a pro rata basis based upon the number of workweeks worked relative to all Participating Class Members from August 11, 2023 to March 22, 2025.

The Settlement Administrator will then divide the Net Settlement Amount by the total amount of workweeks worked as discussed above to figure out how much money each class member will receive.

Each Class Member who does not opt-out shall receive a pro rata portion of the Settlement. To calculate a Class Member's Individual Settlement Payment, the Net Settlement Amount will be divided by the aggregate total number of workweeks worked by all Participating Class Members, resulting in the "Workweek Value." Each Participating Class Member's Individual Settlement Payment will be calculated by multiplying each individual Participating Class Member's total number of Workweeks by the Workweek Value. Here's how it works. If there are 20,000 total workweeks and you worked 10 workweeks, your share would be calculated as follows:

Share Calculation
$\frac{\$138,500.00 \text{ Net Settlement Amount}}{20,000 \text{ total workweeks}} = \$6.925 \text{ Workweek Value}$
$10 \text{ workweeks} \times \$6.925 \text{ Workweek Value} = \$69.25 \text{ Individual Settlement Payment}$

The number of workweeks that you worked for BLVD Residential in California as a non-exempt, hourly employee from August 11, 2023 to March 22, 2025 was [INSERT AMOUNT OF WORKWEEKS WORKED DURING THE CLASS PERIOD] and your Estimated Net Settlement Award is [INSERT ESTIMATED NET SETTLEMENT AWARD]. These amounts are based upon Defendant BLVD Residential's records.

BLVD Residential shall pay the employer's share of payroll taxes. 20% of each settlement share paid to each Class Member will be considered wages, will have amounts withheld for the payment of the employee's share of payroll taxes, and will be reported on an IRS W-2 form on that basis. 80% of each Class Member's settlement share will be considered penalties and interest from which no withholdings will be made and will be reported on an IRS form 1099.

6. What do I have to do to receive a share of the proposed Settlement?

Nothing. If you wish to receive a payment under the terms of this proposed Settlement, you do **NOT** have to do anything. However, it is important that if your address has changed, you give your current mailing address to the Settlement Administrator in order to ensure you receive your share of the Settlement proceeds if the proposed Settlement is finally approved. You will be covered by the release summarized in Section 7, below.

7. What rights am I giving up?

As part of the Settlement, Plaintiff and each Class Member (excluding those who elect to exclude themselves from the class settlement) will fully release and discharge BLVD Residential Inc. and each of its officers, directors, members, partners, owners, shareholders, managing agents, human resource employees, attorneys, assigns, predecessors, successors, and any and all other persons including Debra O'Toole, Robert Talbott, and Scott Mencacay, and all firms and corporations in which BLVD Residential Inc. may have an interest from any all claims, complaints, causes of action, damages and liabilities that arise during the Class Period that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties and that were asserted in or that reasonably could have been alleged based upon the facts alleged in the in the Complaint (filed on January 4, 2024) and/or the First Amended Complaint ("FAC") (filed on March 12, 2024) (hereafter collectively the "Complaints") based on any of the facts or allegations in the Complaints. The Class Released Claims specifically include claims for (1) failure to pay minimum wages in violation of Labor Code §§ 1194 and 1194.2; (2) failure to pay overtime wages in violation of Labor Code § 510; (3) failure to provide lawful meal periods and/or pay meal period premiums in violation of Labor Code §§ 226.7 and 512 as well as IWC Wage Order No. 5-2001; (4) failure to provide lawful rest periods and/or pay rest period premiums in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001; (5) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (6) failure to timely pay wages upon separation in violation of Labor Code §§ 201-203; and (7) unfair competition in violation of Bus. & Prof. Code § 17200. (the "Class Released Claims"). The Class Released Claims do not include any claims for workers compensation, unemployment, or disability benefits of any nature, nor does it release any claims, actions, or causes of action which may be possessed by Settlement Class Members under state or federal discrimination statutes, or any other law aside from those specifically identified above.

The PAGA Released Claims are defined as any claim for PAGA penalties under Labor Code section 2699 that were alleged or reasonably could have been alleged based on the facts stated in the January 4, 2024 PAGA Notice including claims for violations of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199 as well as applicable Industrial Welfare Commission Wage Orders (including but not limited IWC Wage Order No. 5-2001). This includes claims for failure to pay all minimum wages, overtime wages due, failure to provide lawful meal periods and associated premiums, failure to provide lawful rest periods and associated premiums, failure to pay all wages timely during employment and/or at the time of termination, failure to maintain accurate time records, and failure to provide complete, accurate, or properly formatted wage statements. (the "PAGA Released Claims"). Under the terms of this Settlement, every Class Member is a PAGA Aggrieved Employee whether or not they want to participate in the Settlement and will receive their pro rata portion of the employees \$7,500 share of PAGA penalties. PAGA Aggrieved Employees cannot opt out of or object to the foregoing PAGA Release because PAGA claims are brought on behalf of and belong to the State of California. PAGA Aggrieved Employees who are Class Members can opt-out of all claims except for the PAGA claim that is brought on behalf of and belongs to the State of California.

8. When will I receive my Settlement Payment?

The Settlement is subject to a payment plan. Under the terms of the proposed payment plan, BLVD Residential will make an initial deposit of \$75,000 the earlier of 30 days from the Preliminary Approval Order or December 10, 2025. BLVD Residential will then make 12 equal payments of \$18,750.00 on the 10th of each month following the initial deposit until it has fully funded the \$300,000.00 Gross Settlement Amount. The Settlement Administrator will distribute the settlement funds 15 days after

BLVD Residential deposits the entirety of the Settlement funds. As such, assuming the Settlement is finally approved, it is currently estimated that the Individual Settlement awards will be mailed in late December 2026.

9. What are PAGA Penalties?

\$30,000.00 of the Gross Settlement Amount is allocated to alleged PAGA civil penalties (“PAGA Penalties”), subject to Court approval. Since this action was initiated prior to July 1, 2024, by law, 75% of the PAGA Penalties (*i.e.*, \$22,500.00) will be paid to the California Labor & Workforce Development Agency and 25% of the PAGA Penalties (*i.e.*, \$7,500.00) will be distributed to the Class Members who worked during the PAGA period (August 11, 2023 to March 22, 2025) regardless of whether they seek to be excluded from (*i.e.* opt out from) the class settlement or not. Under PAGA, the State of California deputizes private attorney generals, such as Plaintiff, to prosecute employers for alleged violations of the Labor Code and all employees are entitled to share in the 25% of the penalties that would otherwise be recoverable by the State if it directly prosecuted Defendants for the alleged Labor Code violations.

10. What if I do not wish to be part of the proposed Settlement?

Anyone not wishing to participate in the proposed Settlement may exclude himself or herself (“opt out”) by completing, signing and mailing a Request for Exclusion either by using the Request for Exclusion Form included on page 10 of this Notice or by sending a letter no later than [INSERT RESPONSE DEADLINE] to the Settlement Administrator. To be valid, any request to Opt Out should include: 1) the name and address of the Class Member for identification purposes; 2) be signed by the Class Member; 3) contain a clear written statement indicating that the Class Member wishes to be excluded from the Class Settlement (an example of such a statement is “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN URRUTIA VS. BLVD RESIDENTIAL”); and, 4) be postmarked on or before the Response Deadline and returned to the Settlement Administrator at the specified address. If your Opt Out is postmarked after [INSERT RESPONSE DEADLINE], it will be rejected, and you will be a Participating Class Member and be bound by the Settlement terms.

The Settlement Administrator’s address is:

ILYM Group, Inc.

[Mailing Address]

[Mailing Address]

Anyone who submits a timely and valid Opt Out shall not be deemed a Participating Class Member and will not receive any payment as part of this proposed Settlement. Such persons will keep any rights to sue Defendants separately about the claims made in this lawsuit.

11. What if I have an objection?

Class Members wishing to object need not file anything with the Court and may instead appear at the Final Approval and Fairness Hearing and speak about any potential objection at the hearing regardless of whether or not they submitted a written objection. The Final Approval and Fairness Hearing is scheduled on [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME OF HEARING] in Department 28 of the San Mateo County Superior Court located at 800 North Humboldt St., San Mateo, CA 94401. You may also file a written objection either by filling out and mailing the Objection Form

included on page 11 of this Notice package or by submitting a letter or other writing by mail. To be valid, any written objection should: 1) the name and address of the Settlement Class Member objecting for identity verification and correspondence purposes; 2) be signed by the Settlement Class Member; 3) should contain a written statement of the grounds for the Objection accompanied by any legal support for such Objection they wish to be considered; and 4) be postmarked on or before [INSERT RESPONSE DATE] and returned to the Settlement Administrator at the specified address. You do not need to include legal arguments for your written objections to be considered.

Class Members who do not submit a timely written objection may still appear at the final approval and fairness hearing and to speak about any potential objection at the hearing.

The Settlement Administrator's address is:

ILYM Group, Inc.
[Mailing Address]
[Mailing Address]

You may not submit both an objection and an opt out. If you submit both an objection and an opt out, and you do not withdraw your opt out, your objection will not be considered.

12. What if the number of workweeks listed for me in this Notice and BLVD Residential's records are not accurate?

Defendant BLVD Residential's records indicate that you worked [INSERT NUMBER OF WORKWEEKS WORKED DURING THE CLASS PERIOD PER DEFENDANT BLVD RESIDENTIAL'S RECORDS] workweeks from August 11, 2023 to March 22, 2025 as a non-exempt, hourly employee in California. If you believe that the number of workweeks that Defendant BLVD Residential's records indicate that you worked for them from August 11, 2023 to March 22, 2025 is inaccurate, you may file a workweek dispute with the Settlement Administrator and provide any supporting information by [INSERT RESPONSE DEADLINE]. To file a Workweek Dispute, send a letter and any supporting documents that you wish to be considered to the Settlement Administrator using the contact information below. Do not send any original documents to the Settlement Administrator.

ILYM Group, Inc.
[Mailing Address]
[Telephone]
[Fax Number]
[Email Address]

13. Who represents the Class?

The Court has appointed the following Plaintiff's attorneys as Class Counsel:

WINSTON LAW GROUP, P.C.
David S. Winston
david@employmentlitigators.com
1880 Century Park East, Suite 511

Los Angeles, California 90067
Phone: (424) 288-4568

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, including to make any objections to the proposed Settlement, you are free to hire one at your own expense.

14. How can I contact the Settlement Administrator or update my address?

You can contact the Settlement Administrator at:

ILYM Group, Inc.
[Mailing Address]
[Telephone]
[Fax Number]
[Email Address]

If you've moved and need to update your address, please contact the Settlement Administrator by calling [INSERT PHONE NUMBER].

15. What happens next in the case?

The proposed Settlement has only been preliminarily approved. The Court will hold a hearing in Department 28 of the San Mateo County Superior Court located at 800 North Humboldt St., San Mateo, CA 94401 on [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME OF HEARING] Pacific Time, to consider any objections and determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

The Court will also be asked to approve the settlement of the PAGA claims, Class Counsel's request for attorneys' fees and expense reimbursement, the costs of settlement administration, and the proposed service award to the Plaintiff/Class Representative in this case. The hearing may be continued without further notice to you. You are **not** required to attend the Final Approval and Fairness Hearing, although any Class Member is welcome to attend the hearing.

16. How can I receive more information?

This Notice is a summary of the basic terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, you may review the detailed "Joint Stipulation of Class Action and PAGA Settlement" on file with the Clerk of the Court as well as the pleadings and other records in this litigation by visiting the Court's Access Portal Available at <https://sanmateo.courts.ca.gov/online-services/online-case-access/odyssey-portals>, selecting Odyssey Public Portal (No registration required), selecting Proceed to the Odyssey Public Portal (after reviewing and agreeing to the terms of use), selecting Smart Search, and entering the Case Number: 24-CIV-00086. The Settlement Administrator has also posted copies of the Settlement Agreement and the other documents filed in advance of the Preliminary Approval Hearing on a case specific website located at: [INSERT THE URL FOR THE CASE SPECIFIC WEBSITE]. Documents may also be available in-person through the Court's Records Management Counter located at 400 County Center Redwood City, California 94063. You may also contact Class Counsel, Winston Law Group, P.C., using the information located in Section 13 of this Notice.

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

17. What If I Don't Cash My Check by the Check Void Date After the Settlement is Approved?

If the Settlement is Approved, you will have 180 days from the date of the mailing of the settlement awards to deposit or cash your settlement check. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct such unclaimed funds to CASA of San Mateo as a *cy pres* recipient in accordance with California Code of Civil Procedure Section 384. By law all unclaimed funds must be sent to a *cy pres* recipient under California Code of Civil Procedure Section 384.

[INSERT NAME OF THE CLASS MEMBER]
[INSERT ADDRESS OF THE CLASS MEMBER]
[INSERT SECOND LINE OF MAILING ADDRESS]

OPT OUT REQUEST FROM CLASS ACTION SETTLEMENT

Antonio Urrutia v. BLVD Residential, Inc. et al. – San Mateo County Superior Court Case No. 24-CIV-00086

THIS IS NOT A CLAIM FORM. DO NOT SUBMIT THIS FORM IF YOU WISH TO PARTICIPATE IN OR RECEIVE A PORTION OF THE CLASS SETTLEMENT.

I, _____ WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN URRUTIA VS. BLVD RESIDENTIAL. **I understand that by requesting exclusion from the settlement I will NOT receive a share of the Class Settlement and will not release any claims against the Defendants.**

You may not submit both an objection and an opt out.

Date: _____

Signature: _____

For this opt out request to be effective, you MUST complete, sign, and mail this form to the address below, so that it is postmarked by [INSERT RESPONSE DATE].

MAIL YOUR OPT OUT REQUEST TO:

ILYM Group, Inc.

[Mailing Address]

[Mailing Address]

OBJECTION TO CLASS ACTION SETTLEMENT

I, _____ object to the proposed settlement in *Antonio Urrutia v. BLVD Residential, Inc. et al.* – San Mateo County Superior Court Case No. 24-CIV-00086. The basis for my objection is

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

You may not submit both an objection and an opt out request.

Signature: _____

