

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

(*Sonya Ocanas v. Catholic Charities of Santa Clara* – Case No. 22CV399353)

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

You may be eligible to receive money from an employee class action and Private Attorneys General Act (PAGA) lawsuit (“Action”) against Catholic Charities of Santa Clara County (“CCSCC” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former CCSCC employee Sonya Ocanas (“Plaintiff”) and seeks payment of (1) wages, penalties, interest and other relief for a class of hourly employees (“Class Members”) who worked for CCSCC during the Class Period (June 20, 2018 to **May 20, 2023**); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for CCSCC during the PAGA Period (June 20, 2021 to **May 20, 2023**) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring CCSCC to fund Individual Class Payments, and (2) a PAGA Settlement requiring CCSCC to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on CCSCC’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<ClassPayment>> (less withholdings and deductions) and your Individual PAGA Payment is estimated to be \$<<PAGAPayment>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to CCSCC’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 CCSCC’s records showing that **you worked <<Weeks>> workweeks** during the Class Period and **you worked <<PayPeriods>> pay periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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 CCSCC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against CCSCC.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement – NO ACTION REQUIRED	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will be bound by the Settlement and the release of Released Class Claims and Released PAGA Claims.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is September 11, 2023	If you don’t want to be bound by the Class 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 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. CCSCC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Settlement Written Objections Must be Submitted by September 11, 2023	If you want to object to the Settlement, you must follow the instructions in Section 6. If you object, you will still be bound by the terms of the Settlement, if approved by the Court.
You Can Participate in the October 5, 2023 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on October 5, 2023 . 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 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by September 11, 2023	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to CCSCC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 11, 2023 . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former CCSCC employee. The Action accuses CCSCC of violation of California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, reimburse for incurred expenses, failing to provide meal periods, rest breaks and accurate itemized wage statements, failing to pay reporting time pay, and for the alleged failure to provide required days of rest in violation of Labor Code sections 551 and/or 552. 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 Kashif Haque, Jessica L. Campbell and Carolyn M. Bell from Aegis Law Firm, PC ("Class Counsel.")

CCSCC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. CCSCC is represented by Michael Manoukian and Richard Noack from Hopkins & Carley, ALC ("Defense Counsel").

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

So far, the Court has made no determination whether CCSCC or Plaintiff is correct on the merits. In the meantime, Plaintiff and CCSCC hired an experienced, neutral mediator, John Adler, in an effort to resolve the Action by negotiating 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 CCSCC 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, CCSCC does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) CCSCC 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?

1. CCSCC Will Pay \$1,200,000.00 as the Gross Settlement Amount (Gross Settlement). If the Court grants Final Approval, and once the Judgement is final, CCSCC has agreed to pay a Gross Settlement of \$1,200,000 to settle the lawsuit.
2. 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:

- A. Up to \$400,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$10,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class, and signing a general release of all claims. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$11,150.00 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 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.

- 3. Net Settlement Amount 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 (i.e. the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and CCSCC are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages ("Wage Portion") and 66.67 to interest and penalties (10% to interest, and 56.67% to penalties) (the portions allocated to interests and penalties are collectively referred to as the "Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 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.
- 5. 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 irrevocably lost to you because they will be paid to the Katherine & George Alexander Community Law Center ("Cy Pres").
- 6. 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 CCSCC have agreed that, in either case, the Settlement will be void: CCSCC will not pay any money and Class Members and Aggrieved Employees will not release any claims against CCSCC.
- 7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (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 and Aggrieved Employees challenges of PAGA Pay Periods, 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 9 of this Notice.
- 8. Participating Class Members' Release. After the Judgment is final and CCSCC has fully funded the Gross Settlement (and separately paid all employer payroll taxes), 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 the Released Parties for claims included in the Released Class Claims.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, during the Class Period based on facts stated in the Operative Complaint regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation or common law, including claims for (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to permit rest

breaks; (e) failure to reimburse business expenses; (f) failure to provide accurate itemized wage statements; (g) failure to pay wages timely during employment; (h) failure to pay all wages due upon separation of employment; and (i) violation of Business and Professions Code §§17200, *et seq.*; (j) failure to pay reporting time pay; and (k) for the alleged failure to provide required days of rest in violation of Labor Code sections 551 and/or 552. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and CCSCC has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against CCSCC, 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 CCSCC or its related entities for claims included in the Released PAGA Claims.

All Aggrieved Employees are releasing the following:

Aggrieved Employees and the State of California, on behalf of the Named Plaintiff and all Aggrieved Employees, release the Released Parties, from all claims for civil penalties that were alleged, or reasonably could have been alleged, during the PAGA Period, based on facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including: (a) any and all claims involving any alleged failure to pay minimum wage; (b) claims involving failure to pay overtime; (c) claims involving failure to provide meal periods; (d) claims involving failure to permit rest breaks; (e) claims involving failure to reimburse business expenses; (f) claims involving failure to provide accurate itemized wage statements; (g) claims involving failure to pay wages timely; (h) claims involving failure to pay all wage due upon separation of employment; (i) claims involving failure to provide at least one day of rest in seven; and (j) claims involving failure to pay reporting time pay; (j) failure to pay reporting time pay; and (k) for the alleged failure to provide required days of rest in violation of Labor Code sections 551 and/or 552. The Parties agree that it is their intent that the terms set forth in this Agreement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and every Aggrieved Employee, as a representative of the State of California, to obtain any recovery based on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. 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 CCSCC's records, are stated in the first page of this Notice. You have until **September 11, 2023** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 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 CCSCC's calculation of Workweeks and/or Pay Periods based on CCSCC'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 CCSCC's Counsel.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. If you opt out of the Class Settlement, but are an Aggrieved Employee, the Administrator will send you, by U.S. mail, a single Individual PAGA Payment.

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 9 of this Notice has the Administrator's contact information.

Checks will not be mailed until after the Settlement has been finally approved, and Judgment has been entered, and the time for any appeal has lapsed or been resolved.

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

Submit a written and signed letter with your name 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 be excluded. Be sure to personally sign your request, identify the Action as *Sonya Ocanas v. Catholic Charities of Santa Clara* – Case No. 22CV399353, and include your full name. 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 September 11, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and CCSCC are asking the Court to approve. At least 16 business days before the 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 as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 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 www.ilymgroup.com/ccscsettlement or the Court's website <https://portal.scscourt.org/search>

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 September 11, 2023.** 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 *Sonya Ocanas v. Catholic Charities of Santa Clara* – Case No. 22CV399353 and include your name and sign the objection. Section 9 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.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **October 5, 2023** at **1:30 p.m., in Dept. 1**. 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 any decisions. The judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams_hearings_temas.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll free conference call number for Department 1. Any class member who wishes to appear in person should check in at Court Services (1st floor, Downtown Superior Courthouse, 191 N. 1st St., San Jose) and wait for a sheriff's deputy to escort him or her to the courtroom for the hearing. 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 www.ilymgroup.com/ccsc settlement beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. If the Court approves the settlement, notice of the final judgment will be posted on the Administrator's website www.ilymgroup.com/ccsc settlement.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything CCSCC and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, or any other Settlement documents is to go to www.ilymgroup.com/ccsc settlement. You can also telephone or send an email to Class Counsel, Counsel for CCSCC, or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://portal.scscourt.org/search> and entering the Case Number for the Action, Case No. 22CV399353.

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

Class Counsel:

Name of Attorney: Kashif Haque, Jessica L. Campbell, and Carolyn M. Bell

Email Address: cbell@aegislawfirm.com

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100

Telephone: (949) 379-6250

Counsel for CCSCC:

Name of Attorney: Richard Noack and Michael Manoukian

Email Address: rnoack@hopkinscarley.com and mmanoukian@hopkinscarley.com

Name of Firm: Hopkins & Carley, ALC

Mailing Address: The Letitia Building; 70 S First Street; San Jose, CA 95113-2406

Telephone: (408) 299-1375

Settlement Administrator:

Name of Company: [ILYM Group, Inc.](http://www.ilymgroup.com)

Email Address: claims@ilymgroup.com

Mailing Address: [ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781](http://www.ilymgroup.com)

Telephone: 888-250-6810

Fax Number: 888-845-6185

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 have no way to recover the money.

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.