

**NOTICE OF PROPOSED CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Jimenez Martinez v. Compass Family Services et al.
(County of San Francisco, California Superior Court Case No. CGC-22-599767)

As a current or former non-exempt, hourly-paid California employee of Compass Family Services, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action and Private Attorney General Act Settlement because the records of Compass Family Services (“Compass”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. “Class Members” are all persons currently or formerly employed by Compass in the State of California as non-exempt, hourly-paid employees, at any time during the period from May 23, 2018 through September 10, 2023, unless shorted pursuant to the terms of the settlement agreement (the “Class Period”).

- The settlement is to resolve a class action lawsuit, *Jimenez Martinez v. Compass Family Services, et al.*, pending in the Superior Court of California for the County of San Francisco, Case Number CGC-22-599767 (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to timely pay wages; (8) failure to pay for unused vested vacation time; and (9) engaging in unfair competition. Based on the alleged Labor Code violations mentioned above and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act, Labor Code Section 2698, et. seq. (“PAGA”).
- On June 27, 2025, the San Francisco County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Compass vigorously denies and disputes the claims in the Lawsuit, and contends the company fully complied with all applicable laws.
- **NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT:** If you are a Class Member (as defined above) and received this Notice, you are automatically included in the Settlement, and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described on pages 4 and 5 below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the wage-and-hour claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from July 9, 2021 through the end of the Class Period (the "PAGA Period"), as a non-exempt, hourly-paid employee of Compass in the State of California, then you will also be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below (your “Individual PAGA Payment”), even if you opt out of the class settlement.
OBJECT TO THE CLASS SETTLEMENT	If you do not opt out the Class Settlement, you may write to the Settlement Administrator, ILYM Group, Inc., about why you object to the settlement, and they will forward your concerns to counsel and submit them for consideration to the Court. If the Court approves the settlement despite your objection, you will still be bound by the settlement. You or your attorney may also address the Court during the Final Approval Hearing.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the settlement will be held at 9:30 a.m. on November 10, 2025, in Department 606 of the Civic Center Courthouse of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102. You are not required to attend the Final Approval Hearing but you are welcome to do so.

Why Am I Receiving This Notice?

Compass' records show that you currently work, or previously worked, for Compass as a non-exempt, hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Carmen Jimenez Martinez was a non-exempt, hourly-paid employee of Compass. She is the "Plaintiff" in this case and is suing Compass on behalf of herself and Class Members for allegedly failing to pay all overtime and minimum wages owed, failing to provide meal and rest periods as required by law, failing to timely pay all wages due both during and upon termination of employment, failing to provide accurate itemized wage statements, failing to pay for unused vested vacation time, and for alleged violations of California's Unfair Competition Law.

Based on the alleged Labor Code violations mentioned above and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA").

Compass denies and disputes all the allegations made by Plaintiff, and contends that it complied with all applicable laws. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Compass have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$650,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$7,450.00; (2) a service award of up to \$7,500.00 to Carmen Jimenez Martinez for her time and effort in pursuing this case; (3) up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$216,666.67; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$30,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA penalties, or \$22,500.00, will be paid to California's Labor and Workforce Development Agency and twenty-five percent (25%), or \$7,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$358,383.33 will be available for distribution to Class Members ("Net Settlement Amount").

As of June 29, 2023, based on information available at that time, and extrapolation for the time period up through the end of the proposed Class Period, Compass estimated that there were no more than 20,000 Workweeks worked by Class Members during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10% or 2,000 Workweeks, then the Gross Settlement Amount shall be either: (1) increased proportionally by the Workweeks worked by Class Members during the Class Period in excess of 22,000 Workweeks multiplied by the Workweek Value; or (2) at Compass's election, the Class Period shall end on the date the number of Workweeks reached 22,000. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$650,000.00) by 20,000 Workweeks. The Parties agree that the Workweek Value amounts to and the settlement amounts to \$32.50 per Workweek (\$650,000.00 / 20,000 Workweeks). Thus, for example, should there be 24,000 Workweeks worked by Class Members during the Class Period, and Compass elects to increase the Gross Settlement Amount, then the Gross Settlement Amount shall be increased by \$65,000.00 ((24,000 Workweeks – 22,000 Workweeks) x \$32.50 per Workweek).

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Compass in California during the Class Period. Specifically, individual Class Members payments will be calculated by dividing the number of weeks a Class Member individually worked during the Class Period by all the weeks worked by Class Members during the Class Period, multiplied by the Net Settlement Amount. Otherwise stated,

the formula for a Class Member is: (Individual workweeks ÷ total Settlement Class workweeks) x Net Settlement Amount. In addition, Aggrieved Employees (*i.e.*, individuals who were employed by Compass during the PAGA Period) will receive a *pro rata* share of the \$7,500.00 allocated as PAGA penalties, whether or not they opt out of the settlement, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

Compass' records indicate that you worked <<MERGED_ClassWW>> workweeks as a non-exempt, hourly-paid employee in California during the Class Period and <<MERGED_PAGAPP>> pay periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be \$<<MERGED_ClassAward>> and your estimated payment as an Aggrieved Employee would be \$<<MERGED_PAGAAward>>.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Class Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your share of the settlement.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to Legal Aid at Work for use in San Francisco County.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your share of the settlement calculation and do not opt out of the settlement, you will be bound by the entire release in the Settlement Agreement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this settlement and payment by Compass to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Compass to the Settlement Administrator of the full Gross Settlement Amount and employer's taxes necessary to effectuate the settlement, Plaintiff, all Participating Class Members, and all Aggrieved Employees will be bound by the following releases of claims:

For Participating Class Members: Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Compass to the Settlement Administrator of the full Gross Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release and discharge Released Parties from all claims that were alleged or reasonably could have been alleged based on the facts stated in the complaint filed in the Class Action, including, but not limited to: (a) all claims for unpaid wages; (b) all claims for failure to pay overtime wage; (c) all claims for failure to pay minimum wages; (d) all claims for failure to provide compliant meal periods or compensation in lieu thereof; (e) all claims for failure to provide rest periods or compensation in lieu thereof; (f) all claims for failure to pay the full amount of wages owed upon termination and/or resignation and any alleged waiting time penalties; (g) all claims for wage statement violations; (h) all claims for failure to timely pay wages; (i) all claims for failure to pay for unused vested vacation time; and (j) all claims asserted through California Business & Profession Code *et seq.*, arising out of the Labor Code violations referenced in the complaint filed in the Class Action. (the "Class Released Claims").

For Aggrieved Employees and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice and in the complaint filed in the PAGA Action, or that could have been based on the factual allegations asserted in the PAGA Notice and the complaint filed in the PAGA Action for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1194, 1197, and California Code of Regulations, Title 8, section 11040 (the "PAGA Released Claims").

"Released Parties" means Compass and each of its past, present and future respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature, and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees and agents.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, signature, and any statement standing for the proposition that you do not wish to participate in the settlement, such as, for example: “Please exclude me from the Settlement Class in the *Jimenez Martinez v. Compass Family Services, et al.*, matter.” Sign, date, then fax, email, or mail your written request for exclusion to the address below.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

Your written request for exclusion must be mailed to the Administrator and postmarked no later than September 29, 2025.

The proposed settlement includes the settlement of claims for PAGA penalties. You may not request exclusion from the settlement of the PAGA claims. Thus, if the court approves the settlement, even if you had previously requested to be excluded from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released your claims under the PAGA. A request for exclusion will preserve your right, if any, to individually pursue only the Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the settlement, you may submit an objection in writing by mail, stating why you object to the settlement. Your written objection must provide your name, address, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, supporting why you believe that the Court should not approve the settlement. Your written objection must be mailed and postmarked to the Administrator no later than September 29, 2025. Even if you don’t submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court. If the Court overrules your objection, you will be bound by the settlement and will receive your share of the settlement. Please note that you cannot both object to the settlement and opt out of the settlement. If you exclude yourself, then your objection will be disregarded.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for November 10, 2025 at 9:00 a.m. in Department 606 of the Civic Center Courthouse of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the settlement at your own expense. You may also retain an attorney to represent you at the Final Approval Hearing at your own expense.

You may attend the Final Approval Hearing remotely via ZOOM. Instructions on how to join the ZOOM meeting can be found on the ZOOM support website at:

https://support.zoom.com/hc/en/article?id=zm_kb&sysparm_article=KB0060732

The ZOOM Meeting ID and Passcode for Department 606 of the San Francisco County Superior Court are as follows:

Meeting ID: 161 690 8734
Passcode: 377652

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the settlement. For a more detailed statement of the matters involved in this case and the settlement, you may call the Settlement Administrator at (888) 250-6810 or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at <https://ilymgroup.com/CompassFamilyServices> to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this settlement, the Order Granting Final Approval of this settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 606 of the Civic Center Courthouse of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102, during regular business hours of each court day. You may also obtain these documents through the Court's website at: <https://sf.courts.ca.gov/online-services/case-information> by clicking on the "Access Now" button below "Civil Case Query:" and entering "CGC-22-599767" in the "Search by Case Number" tab. **It is free to access the Court's docket through the Court's website.**

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
COMPASS, OR COMPASS' ATTORNEYS WITH INQUIRIES.**