

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

*Mary Jean Smith, et al. vs. NOIA Residential Services, Inc., et al., Case No. 20CECG01820*

**As a current or former non-exempt employee of NOIA Residential Services, Inc. who worked in California, you may be entitled to receive money from a class action settlement.**

**Please provide current address (if different) here:**

CPT ID: «ID»

«EmployeeName»

«Address1» «Address2»

«City», «State» «Zip»

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*The Fresno County Superior Court has authorized this Class Notice.  
This is not a solicitation from a lawyer.*

**IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE OF NOIA RESIDENTIAL SERVICES, INC. WHO WORKED IN CALIFORNIA FROM JUNE 24, 2016 THROUGH OCTOBER 8, 2021, YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT**

- A proposed settlement of \$750,000.00 (the “Gross Settlement Amount”) will be used to pay claims to: current and former non-exempt employees of NOIA Residential Services, Inc., who worked in California from June 24, 2016 through October 8, 2021 (such periods of time, the “Class Period” and such employees, the “Class Members”).
- The settlement resolves a lawsuit entitled *Mary Jean Smith, et al. vs. NOIA Residential Services, Inc., et al.*, Case No. 20CECG01820 (the “Lawsuit”) over whether NOIA Residential Services, Inc. properly paid employees for all hours worked, provided employees meal and rest periods, and other legal consequences that would follow from not doing so, provided accurate wage statements, paid all wages upon termination, reimbursed employees for necessary business expenses, timely paid all wages, and kept required payroll records. This settlement avoids the costs and risks from continuing the Lawsuit, pays money to persons like you, and releases NOIA Residential Services, Inc.
- The Court has not made a determination of the validity of the claims in the Lawsuit. NOIA Residential Services, Inc. denies any and all liability arising from any of the claims and contends that at all relevant times it properly compensated all employees and fully complied with all applicable laws.
- Class Members will receive a payment based on the number of workweeks worked, rounded up to the nearest full workweek, during the Class Period.
- **PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

You worked a total number of «WorkWeeks» during the Class Period.

Based on your workweeks it is expected that your gross settlement payment before payroll taxes is approximately «SettAmt»

Each settlement payment will be allocated as follows for tax purposes: twenty percent as wages, to be reported on an IRS W-2, and which will be reduced for the Class Member’s share of taxes and withholdings; and eighty percent as interest, penalties, and liquidated damages, which portion shall be reported on an IRS Form 1099, and which will not be subject to reduction for taxes and withholdings.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

DO NOTHING	If you do not do anything, you will receive a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit. If the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you. You will have 180 days to cash the check. If you do not cash the check, the money will revert to the California Rural Legal Aid, but you will still be deemed to have released your claims.
OPT OUT	If you opt out, you will not receive any payment and will retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit. You may opt out by following the procedures set forth below.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, CPT Group, Inc., about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court. You may object by following the procedures set forth below.
DISPUTE THE WORKWEEK CALCULATION	If you believe that you worked a different amount of workweeks than identified above, you may dispute that calculation by following the procedures set forth below.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. Regardless of whether you timely file and serve a written objection, you may ask to speak about your objection at the hearing. You can also send a letter to the Settlement Administrator, CPT Group, Inc., providing notice of your intention to appear and speak at the hearing.

**IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT**

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

You were sent this Class Notice because you have a right to know about the proposed settlement in the Lawsuit and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Lawsuit, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the Fresno County Superior Court. The person who sued is called “Plaintiff” and the organization she sued is called “Defendant.”

**2. What is the Lawsuit about?**

The Representative Plaintiff, Mary Jean Smith, sued NOIA Residential Services, Inc., regarding allegations that they violated of the California Labor Code, the California Business and Professions Code, including causes of action for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Reimburse Business Expenses Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 203; (9) Violation of Labor Code § 204; (10) Violation of Business & Professions Code § 17200, *et seq.*; and (11) Penalties Pursuant to Labor Code § 2698, *et seq.*

**3. Why is there a settlement?**

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Representative Plaintiff won at trial. There has been no trial in this case and the Court has not decided in favor of the Representative Plaintiff or NOIA Residential Services, Inc. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Representative Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

**4. What should I do?**

You can do nothing, and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

**5. How much will my payment be?**

After all fees, costs, and offsets are taken as set forth under Section IV of the parties' Joint Stipulation of Class Settlement (which is available for review), the remainder will be used to pay Class Members a pro-rata payment based on the number of workweeks each Class Member worked during the Class Period.

Under the proposed Settlement, NOIA Residential Services, Inc will pay \$750,000 to fully and finally resolve all claims in the Action (the "Gross Settlement Amount"). The amount to be distributed to Class Members who do not exclude themselves from the settlement (the "Net Settlement Amount") will be the Gross Settlement Amount, minus the following amounts: (a) Settlement Administration Costs, which shall not exceed \$6,000.00; (b) enhancement payments to the Plaintiff not to exceed \$7,500 for her work and efforts in prosecuting this case; (c) Class Counsel's attorney's fees not to exceed one-third of the Gross Settlement Amount, or \$250,000; (d) reimbursement of Class Counsel's actual litigation costs and expenses in an amount not to exceed \$17,000; and (e) payment of \$25,000 to the Labor and Workforce Development Agency for its share of the penalties under the PAGA ("LWDA Payment"). The attorneys' fees, litigation costs and expenses, enhancement payment, Settlement Administration Costs, and LWDA Payment are all subject to Court approval. The Net Settlement Amount will be used to pay Class Members a pro-rata payment based on the number of workweeks each Class Member worked during the Class Period.

If you do not dispute your workweek calculation, and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, you do not need to take any action to receive a settlement payment.**

#### 6. When would I get my payment?

The Court will hold a hearing on **September 20, 2023 at 3:30 p.m.** to decide whether to approve the proposed settlement. If the Court approves the settlement and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-888-413-0365, or contact Class Counsel (see below for Class Counsel's contact information.). *Please be patient.*

#### 7. What am I releasing?

Upon the Court's final approval of the settlement, and except as to such rights or claims as may be created by the settlement, Plaintiffs and Class Members who have not effectively opted-out of the settlement as described below, fully release NOIA Residential Services, Inc, and its past, present and/or future, direct and/or indirect, officers, directors, shareholder, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, and their respective successors; and predecessors in interest, assigns, subsidiaries, affiliates, and parents if any, without limitation ("Released Parties") of all causes of action and factual or legal theories that were alleged in the operative complaints or that could have been alleged against Defendant based on the facts contained in the operative complaints, including, but not limited to, all of the following claims for relief: (a) failure to pay minimum, regular, or hourly wages, (b) failure to pay overtime wages or accurate overtime wages, (c) failure to provide meal breaks and failure to pay premium pay for missed meal breaks, (d) failure to provide rest breaks and failure to pay premium pay for missed rest breaks, (e) failure to provide complete, accurate or properly formatted wage statements, (f) failure to timely pay wages during employment or upon separation, (g) failure to maintain accurate records, (h) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (i) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The time period covered by this release is June 24, 2016 through October 8, 2021.

#### 8. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. You will have 45 days from the date of mailing of this Class Notice to opt out of this settlement. To do so, you must fill out the Request for Exclusion Form with your name, address, and signature. You must sign and return the Request for Exclusion Form and it must be mailed to the Settlement Administrator, *Smith v. NOIA Residential Services, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606, 1-888-413-0365, and be postmarked no later than **June 26, 2023**, or it will not be considered and you will be bound by the settlement.

#### 9. Do I have a lawyer in this case?

The Court has appointed David Yeremian of DAVID YEREMIAN & ASSOCIATES, INC., 535 N. Brand Blvd., Suite 705, Glendale, California 91203, telephone 818.230.8380 and Emil Davtyan of DAVTYAN LAW FIRM, INC., 880 E. Broadway, Glendale, California 91205, telephone 818.875.2008 to represent you and other Class

Members in the Lawsuit. These lawyers are called Class Counsel. They will be compensated from the Total Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### 10. How will the lawyers be paid?

Class Counsel will ask the Court to award them fees up to one-third of the Gross Settlement Amount. Class Counsel will also ask the Court to award them costs incurred in connection with the Lawsuit. The Court may choose to award less than the amount requested by Class Counsel.

#### 11. How do I tell the Court that I do not like the settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You will have 45 days from the date of mailing of this Class Notice to object to this settlement in writing. To do so, you must fill out the Objection Form with your name, address, and signature. You must also state your reasons for objecting to the settlement. You must sign and return the Objection Form and it must be mailed out to the Settlement Administrator, *Smith v. NOIA Residential Services, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606, 1-888-413-0365, and be filed or postmarked on or before **June 26, 2023**. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

#### 12. How do I dispute my workweek calculation?

To the extent you would like to dispute your employment dates or the number of workweeks with which you have been credited, you must mail the Dispute Form to the Settlement Administrator, *Smith v. NOIA Residential Services, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606, 1-888-413-0365, and postmarked on or before **June 26, 2023**. You may produce evidence to the Settlement Administrator showing that such information is inaccurate. NOIA Residential Services, Inc. may respond with any additional information or records. The Settlement Administrator may rely on NOIA Residential Services, Inc.'s records without further foundation to perform its calculations but must give fair weight to records provided by you. The Settlement Administrator will make a recommendation and you may either accept it or reject it.

#### 13. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing on **September 20, 2023 at 3:30 p.m.** at the Fresno County Superior Court, Department 503, 1130 O Street Fresno, California 93721. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

#### 14. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your

written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

**15. May I speak at the hearing?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter stating that it is your “Notice of Intention to Appear” in the settlement. Be sure to include your name, address, and telephone number. Your Notice of Intention to Appear must be postmarked no later than **June 26, 2023**, and be sent to the Settlement Administrator, CPT Group, Inc., at the address listed above.

**16. What happens if I do nothing at all?**

You will participate in the settlement and receive payment. You will be bound by the release as set forth herein.

**GETTING MORE INFORMATION**

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call 1-888-413-0365 or write the Settlement Administrator, CPT Group, Inc., located at 50 Corporate Park, Irvine, California 92606.

You can also access the Fresno Superior Court Case Information Portal at <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/Home/Dashboard/29>, or by visiting the Clerk’s Office at the Fresno County Superior Court, located at 1130 O Street Fresno, California 93721, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

The Settlement Administrator has also setup a website which has links to this Class Notice and other documents related to the proposed settlement, including the Joint Stipulation of Class Settlement. The website is: <https://www.cptgroupcaseinfo.com/NOIASettlement>.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**