

Juarez v. TWM/Fresno, LLC, No. STK-CV-UOE-2022-2562
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN JOAQUIN
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: All persons who worked for Defendant TWM/Fresno, LLC (“Defendant”) in California as an hourly paid or non-exempt employee during the period from April 8, 2018 to July 6, 2023, and who have not signed an arbitration agreement with Defendant (“Class Members”).

All persons who worked for Defendant in California as an hourly paid or non-exempt employee during the period from February 1, 2021 to July 6, 2023 (“PAGA Members”).

On July 6, 2023, the Honorable Barbara Kronlund of the San Joaquin County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 9:00 a.m. on November 16, 2023 in Department 10-D of the San Joaquin County Superior Court located at 180 E. Weber Avenue, Stockton, California 95202.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit (www.cptgroupcaseinfo.com/TWMFresnoSettlement) for any scheduling changes. You are not required to attend the hearing, but you are welcome to do so.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund as a Class Member, and from the PAGA Fund if you are a PAGA Member. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims and, if you are also a PAGA Member, PAGA penalty claims against Defendant based on the facts alleged in the Action during the applicable Class Period and PAGA Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is October 2, 2023	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.

Questions? Contact the Settlement Administrator toll free at 1-888-268-2088

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by October 2, 2023</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.</p>
<p>You Can Participate in the November 16, 2023, Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on November 16, 2023, in Department 10-D of the San Joaquin County Superior Court located at 180 E. Weber Avenue, Stockton, California 95202. 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.</p> <p>If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement.</p>

Summary of the Litigation

Plaintiff Juanita Juarez, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure, among other things: (1) to pay minimum and overtime wages to employees for all hours worked; (2) to provide employees with meal and rest breaks; (3) to timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) to reimburse employees for necessary business expenses; and (5) to provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 22, 2023, the parties participated in a mediation with Michael Young, Esq., an experienced and well-respected class action mediator. With Mr. Young’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$583,055. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members and PAGA Members; (2) a Class Representative Enhancement Payment of \$10,000 to Juanita Juarez for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendant; (3) \$194,350 in attorneys’ fees and up to \$20,000 in litigation costs and expenses; (4) a \$50,000 settlement of claims (“PAGA Settlement Amount”) under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$37,500 payment to the California Labor

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and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$12,500 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$15,000. After deducting the Class Representative Enhancement Payment, attorneys’ fees and costs, the PAGA Settlement Amount, and the Settlement Administrator’s fees and expenses, a total of approximately \$293,705 will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$12,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from April 8, 2018 through July 6, 2023 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of <<Workweeks>> Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately <<SettAmt>>.

Payments from PAGA Fund. Defendant will calculate the total number of weeks worked by each PAGA Member from February 1, 2021 through July 6, 2023 (“PAGA Period”), divide by two, and round up to the nearest whole number to determine the number of PAGA pay periods (“PAGA Pay Periods”). Defendant will also determine the aggregate total number of weeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of PAGA Pay Periods, resulting in the “PAGA Pay Period Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of PAGA Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of <<PAGAPeriods>> Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately <<PAGAAmt>>.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately <<estAmount>>. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before October 2, 2023, and must be sent to:

Juarez v. TWM/Fresno, LLC Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax No. (949) 419-3446

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

Questions? Contact the Settlement Administrator toll free at 1-888-268-2088

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

To the extent that a check is (1) undeliverable, or (2) uncashed 180 days after the date listed on the check, the check shall be sent to the charitable organization California Rural Legal Assistance.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims:

Released Class Claims: Any and all claims, rights, demands, liabilities, penalties, wages, and causes of action, reasonably arising from, or reasonably related to, or that were asserted, or that reasonably could have been asserted, based on the facts and matters in the operative Complaint, and any future amendments to the operative Complaint, including but not limited to state wage and hour claims for any and all violations of California’s Labor Code and Unfair Competition Law based on Defendant’s alleged failure to pay for all hours worked (including minimum wages, straight time wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all wages during employment and due at the time of termination, failure to reimburse necessary business expenses, failure to furnish accurate, itemized wage statements, failure to maintain payroll records, unfair business practices, and all damages, interest, penalties, attorneys’ fees, costs, and other amounts recoverable under said causes of action under California law based on the preceding released claims, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders based on the preceding released claims.

Released PAGA Claims: All claims for PAGA civil penalties under the California Private Attorneys General Act of 2004, which were asserted in the operative Complaint and/or PAGA notice letter, or any future amendments to the operative complaint or PAGA notice letter, or which reasonably could have been asserted based on the facts alleged in the operative Complaint and PAGA notice letter, or which are arising out of, or reasonably related to, the Released Class Claims.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. You must sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Juarez v. TWM/Fresno, LLC Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax No. (949) 419-3446

The Request for Exclusion must be postmarked or faxed not later than October 2, 2023. If you submit a Request for Exclusion which is not postmarked or faxed by October 2, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at *Juarez v. TWM/Fresno, LLC* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

All written objections must be received by the administrator by not later than October 2, 2023. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for November 16, 2023 at 9:00 a.m. in the Superior Court of the State of California, for the County of San Joaquin and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case, which may be accessed at the San Joaquin Superior Court's website at (<https://www.sjcourts.org/case-management-search/>).

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

Questions? Contact the Settlement Administrator toll free at 1-888-268-2088

Settlement Administrator

Juarez v. TWM/Fresno, LLC Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax No. (949) 419-3446

Attorneys for Plaintiffs

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If you are a current employee, this settlement will not affect your employment. Neither this settlement nor this lawsuit affects your ongoing employment with Defendant.

Who are the attorneys representing the parties?

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