

Victor Manuel Monroy Chavez, et al. v. CAM-BAS, INC., et al.
 Santa Clara County Superior Court Case No. 20CV372311

Name/Address Changes (if any):

«EmployeeName»
 «Address1» «Address2»
 «City», «State» «Zip»

NOTICE OF CLASS ACTION SETTLEMENT

If you are or were a non-exempt, hourly employee of CAM-BAS, INC., Willco Management, Inc., and Orsa Corporation at any time between August 31, 2016, and August 31, 2022, you may be able entitled to receive money from a Class Action Settlement.

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

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR ESTIMATED SETTLEMENT PAYMENT AND PAGA PAYMENT	
Your Compensable Workweeks are:	«WorkWeeks»
Your Estimated Individual Settlement Payment is:	«SettAmt»
Your Compensable Pay Periods are:	«PAGAPeriods»
Your Estimated Individual PAGA Payment is:	«PAGAAmt»

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a payment from the Net Settlement Amount (see below). PAGA Group Members (defined below) cannot opt-out of the PAGA portion of the proposed Settlement, and will receive their PAGA Payments even if they opt out of the class settlement.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also offer your oral comments at the Final Approval Hearing. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Victor Manuel Monroy Chavez, et al. v. CAM-BAS, INC., et al.* Santa Clara County Superior Court Case No. 20CV372311 (and consolidated Case No. 21CV378215) (the “Action”). The Defendants in the Action are CAM-BAS, INC., Willco Management, Inc., and Orsa Corporation (referred in this Notice as “Defendants”).

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by CAM-BAS, INC, Willco Management, Inc., and/or Orsa Corporation at any time between August 31, 2016, and August 31, 2022.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by CAM-BAS, INC., Willco Management, Inc., and/or Orsa Corporation at any time between August 31, 2019, and August 31, 2022.

Defendants’ employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “PAGA Group Member”). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Member who have not opted out of the Settlement and all PAGA Group Members.

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On October 30, 2020, Plaintiff Victor Manuel Monroy Chavez (“Mr. Chavez”) filed his class action complaint against the Defendants alleging several violations of California wage and hour laws. Mr. Chavez filed his lawsuit on behalf of himself and on behalf of all current and former non-exempt, hourly employees. By Mr. Chavez’s Complaint, he alleges that the Defendants: (1) failed to pay at least the minimum wage for all hours worked; (2) failed to pay overtime wages; (3) failed to provide compliant meal periods; (4) failed to provide compliant rest periods; (5) failed to provide accurate wage statements; (6) failed to timely pay final wages at separation; and (7) violated California’s Unfair Competition Law. On January 19, 2021, Mr. Chavez amended his Complaint to add an eighth cause of action alleging Defendants owe civil penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 (“PAGA”) (the “Chavez Lawsuit”).

On March 16, 2021, Plaintiff Monica Melendez (“Ms. Melendez”) (Mr. Chavez and Ms. Melendez are collectively the “Plaintiffs” or the “Class Representatives”) filed her class action complaint against Defendants alleging several violations of California wage and hour laws. Ms. Melendez filed his lawsuit on behalf of herself and on behalf of all current and former non-exempt, hourly employees. By Ms. Melendez’s Complaint, she alleges that the Defendants: (1) failed to pay at least the minimum wage for all hours worked; (2) failed to pay overtime wages; (3) failed to provide compliant meal periods; (4) failed to provide compliant rest periods; (5) failed to provide accurate wage statements; (6) failed to reimburse necessary business expenses; (7) violated California’s Unfair Competition Law; and owe civil penalties pursuant to PAGA. On March 22, 2021, Ms. Melendez amended her Complaint to add a ninth cause of action alleging Defendants failed to timely pay final wages at separation (the “Melendez Lawsuit”).

On June 8, 2021, the Court consolidated the Chavez Lawsuit and the Melendez Lawsuit into one matter, the Action.

Defendants vigorously deny all the claims and contentions made in the Action and maintain they have fully complied with the law. However, Defendants have agreed to settle the Action to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendants. The Class Representatives and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

4. What are the terms of the Settlement?

Defendants will pay Three Million Dollars and Zero Cents (\$3,000,000.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Service Awards to the Class Representatives; (c) the Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payments to the PAGA Group Members; and (f) the reasonable fees and costs of the Settlement Administrator. Defendants will pay their portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Million Dollars and Zero Cents (\$1,000,000.00)) in attorneys’ fees and up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) in out-of-pocket litigation costs, up to Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) for the combined Service Awards for the Class Representatives in recognition of their time and service to the Class in pursuing the Action and in fulfilling their obligations as the Class Representatives. Additionally, the Settlement provides for a payment of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (the “LWDA Payment”) to resolve PAGA Group Members’ claims under PAGA, of which Fifty Thousand Dollars and Zero Cents (\$50,000.00) will be distributed to the PAGA Group Members and One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”). The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Maximum Settlement Amount will be returned to Defendants.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks the person worked for Defendants as a non-exempt, hourly employee during the Class Period, defined as the period of time from August 31, 2016, and August 31, 2022. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member’s Individual Settlement Payment, the Net Settlement Amount will be divided by the aggregate total number of workweeks of 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.

Your Compensable Workweeks are: «WorkWeeks»

Your Estimated Individual Settlement Payment is: «SettAmt»

All settlement payments are subject to taxation. Each Individual Settlement Payment will be allocated as follows: (a) 10% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 90% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. Defendants will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Members will be responsible for his/her share of taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each PAGA Group Member will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the person worked for Defendants as a non-exempt, hourly employee during the PAGA Period, defined as the period of time from August 31, 2019, and August 31, 2022. Any pay period in which a Class Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member's Individual PAGA Payment, the PAGA Payment will be divided by the aggregate total number of pay periods of all PAGA Group Members, resulting in the "Pay Period Value." Each PAGA Group Member's Individual Settlement Payment will be calculated by multiplying each individual PAGA Group Member's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: «PAGAPeriods»

Your Estimated Individual PAGA Payment is: «PAGAAmt»

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form-1099 for his or her Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an hourly, non-exempt employee during the Class Period and/or PAGA Period is based on Defendants' records. To dispute this number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of weeks worked must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked as an hourly, non-exempt employee for Defendants during the Class Period and/or PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before March 10, 2023.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member. The Settlement Administrator will make the final decision as to how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at 1-888-318-1043 or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. A copy of the Judgment will be posted to the settlement website, www.cptgroupcaseinfo.com/cambassettlement. Upon the Effective Date of the Judgment, all Participating Class Members shall release the Released Parties from the Released Claims for the Class Period, which is defined as the period of time between August 31, 2016, and August 31, 2022.

The Released Claims are defined as all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on any matter or fact set forth or referred to in the Action, including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the any matter or fact set forth or referred to in the Action (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, the "Released Claims"). Participating Class Members who cash their checks are deemed to have waived all Released Claims inclusive of claims under the Fair Labor Standards Act. Participating Class Members who do not cash their checks shall be deemed to waive all Released Claims except for a claim under the Fair Labor Standards Act. Released Claims for Class Members who worked for Defendants in California during the Class Period shall have their claims released during the Class Period.

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, all PAGA Group Members shall release the Released Parties from the PAGA Released Claims for the PAGA

Period, which is defined as the period of time between August 31, 2019, and August 31, 2022.

The PAGA Released Claims are defined as all claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on any matter or fact set forth or referred to in the Action, the Chavez LWDA Exhaustion Letter, and/or the Melendez LWDA Exhaustion Letter including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); and (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on any matter or fact set forth or referred to in the Action; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim under PAGA arising from the claims described above and the related sections of the applicable state and/or local law as well as applicable regulations and Wage Orders) (collectively, the "PAGA Released Claims"). PAGA Released Claims for PAGA Group Members who worked for Defendants in California during the PAGA Period shall have their claims released during the PAGA Period.

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement by mailing a written Request for Exclusion to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion must include (1) your full name ; (2) a clear statement that you wish to opt out of, or be excluded from, the Settlement in *Chavez, et al. v. CAM-BAS, INC., et al.*, Santa Clara County Superior Court Case No. 20CV372311; and (3) your signature. To be timely, a Request for Exclusion must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below and be postmarked on or before March 10, 2023. Upon the receipt of your Request for Exclusion, you may be contacted by the Settlement Administrator to verify your address and last four digits of your Social Security number.

If applicable, you may not exclude yourself from the PAGA Group and will be bound by the PAGA Released Claims.

c. **Object to the Settlement.** If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Settlement, or you may simply appear at the Final Approval Hearing set for March 28, 2023, at 9:00 a.m., in the Santa Clara County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include (1) your full name ; (2) the case name and number (e.g, *Chavez v. CAM-BAS, INC., et al.*, Santa Clara County Superior Court Case No. 20CV372311); (3) a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) your signature; and (5) a statement of whether you intend to appear at the Final Approval Hearing, either in person or by counsel. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked on or before March 10, 2023. Upon the receipt of your objection, you may be contacted by the Settlement Administrator to verify your address and last four digits of your Social Security number.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement,

or any term of it, you *may not* submit a Request for Exclusion.

10. Who are the attorneys representing the Plaintiff and the Settlement Class and the PAGA Group?

The Court has appointed the following lawyers as “Class Counsel” to represent all Class Members and PAGA Group Members:

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 616-7951

David Winston
Winston Law Group, P.C.
1880 Century Park East, Suite 511
Los Angeles, CA 90067
Phone: 1 (424) 288-4568

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class and the PAGA Group be paid?

All payments for Class Counsel’s attorneys’ fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys’ fees up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Million Dollars and Zero Cents (\$1,000,000.00)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiffs, the Settlement Class, and PAGA Group on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

12. When and where will the Court decide to approve the Settlement?

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on March 28, 2023, at 9:00 a.m., in Department 7 of the Santa Clara County Superior Court located at 191 N First Street, San Jose, California 95113, before the Honorable Christopher G. Rudy. At the Final Approval Hearing, the Court will rule on Class Counsel’s request for attorneys’ fees and litigation costs, the Class Representative Service Awards, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice.

Hearings before the judge overseeing this case will be conducted remotely. (As of August 15, 2022, the Court’s remote platform is Microsoft Teams.) Class members who wish to appear 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/video_hearings_teams.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 7 or by calling the toll-free conference call number for Department 7.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendants approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendants or Defendants’ treatment of you as a former employee.

14. What is the Settlement Administrator’s address?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the

Settlement Administrator must be mailed to the Settlement Administrator at the following address:

Chavez, et al. v. CAM-BAS, INC., et al.
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, California, 92606
Telephone: 1-888-318-1043

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at 1-888-318-1043 and/or Class Counsel.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' MANAGERS, SUPERVISORS, OR
ATTORNEYS ABOUT THIS SETTLEMENT
They will not be able to assist you.