

Almidia Esteban Melendez, et al. v. Genesis Building Services, Inc. and Eat my Dust Inc. et al.
Superior Court of the State of California for the County of San Mateo, Case No. 20-CIV-00453

NOTICE OF CLASS ACTION SETTLEMENT

To: **All hourly, non-exempt, non-collectively bargained employees employed by Defendants Genesis Building Services, Inc. and Eat My Dust, Inc. at any point from January 24, 2016, through November 12, 2021.**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights may be affected by a class action settlement.*

Your rights and each option – and the deadlines to exercise each of them –are explained in this Notice.

CPT ID: «ID»

ATTN: «EmployeeName»

«Address1» «Address2»

«City», «State» «Zip»

If the contact information that is listed here for you needs to be updated or corrected, please inform the Settlement Administrator immediately at 1-888-281-3945.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
TO RECEIVE A SETTLEMENT PAYMENT	The estimated amount of your Individual Settlement Payment is shown in Paragraph 8 of this Notice. To receive your payment, all you need to do is to keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your checks to the last known address on file for you.
CHANGE CONTACT INFORMATION	Update your contact information with the Settlement Administrator to ensure that your Individual Settlement Payment check is sent to the correct address.
EXCLUDE YOURSELF (Deadline: September 19, 2022)	You can exclude yourself from the Settlement if you do not wish to participate in the Settlement. This is the only option that allows you to pursue your own lawsuit against Defendants, if you would like to do so, regarding the legal claims relevant to this case. If you exclude yourself, you will not receive an Individual Settlement Payment.
OBJECT (Deadline: September 19, 2022)	If you think the Settlement is not fair, you may submit a written objection (“Notice of Objection”) to the Settlement Administrator, and it will be considered by the Court. If you submit an objection, you may also ask to speak in Court about why you think the Settlement is not fair at the time of the Final Fairness Hearing. However, if your objection is rejected and the Settlement is approved, you will be bound by the terms of the Settlement and releases described in this Notice.
DO NOTHING	If you do nothing (that is, if you do not submit a timely request for exclusion), you will be mailed an Individual Settlement Payment at the address listed above, and will be bound by the terms of the Settlement and releases described in this Notice.

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BASIC INFORMATION

1. Why did I get this notice packet?

A settlement has been reached in the case entitled *Almidia Esteban Melendez, et al. v. Genesis Building Services, Inc. and Eat my Dust Inc. et al.*, case No. 20-CIV-00453, which is pending in the Superior Court of the State of California for the County of San Mateo (“Action” or “Lawsuit”). The Honorable Danny Y. Chou is the presiding judge.

A settlement has been reached on behalf of a proposed Class which is defined as: all hourly, non-exempt, non-collectively bargained employees employed by Defendants Genesis Building Services, Inc. and Eat My Dust, Inc. (hereinafter “Defendants”) at any point from January 24, 2016, through November 12, 2021. You have received this notice packet because Defendants’ records indicate that you are a member of the above-mentioned proposed Class. The purpose of this notice is to explain the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

On January 24, 2020, Almidia Esteban Melendez (hereinafter “Plaintiff”) filed the Action in San Mateo County Superior Court, Case No. 20-CIV-00453 for several alleged wage and hour violations and for an individual claim of wrongful termination. The Complaint includes claims for unpaid wages and overtime, meal period violations, rest period violations, waiting time penalties, record keeping violations, unlawful business practices, unfair business practices, and Private Attorney General Act (“PAGA”) violations as well as Plaintiff Melendez’s individual claim for wrongful termination. The Complaint seeks recovery of compensatory damages, penalties, restitution, interest, and attorneys’ fees and costs. This proposed Settlement involves all of the claims mentioned above except for Plaintiff’s claim for wrongful termination, which has been settled separately.

Defendants deny the allegations in the Lawsuit and contend that they have complied at all times with California law. The settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated.

3. Why is this a class action?

In a class action, one or more individuals called class representatives sue on behalf of themselves and other people who have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the class definition is a “Class Member.” A single Court resolves the issues at hand for all Class Members, except those individuals who request to be excluded from the Class.

4. Why is there a Settlement?

In this case, the Court has not decided in favor of Plaintiff or Defendants. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). This way, they avoid the cost of a trial and the people affected will receive compensation from the Settlement. Plaintiff and Class Counsel (the Court has preliminary approved Arlo Uriarte of Liberation Law Group, P.C. as “Class Counsel” in this case) think that the Settlement is best for the Class.

5. Who are the Parties in this Lawsuit?

Plaintiff was employed by Defendants for over two years as an hourly-paid janitor. She began her tenure in or around March 2017, and Defendants terminated her employment on July 17, 2019.

Defendants include Genesis Building Services, Inc. and Eat My Dust, Inc., and their past, present and future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives,

attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

6. Who are the Attorneys for the Parties?

Class Counsel
Arlo Uriarte
Liberation Law Group, P.C.
2760 Mission Street
San Francisco, CA 94110
415-695-1000

Counsel for Defendants
Jeanine D. DeBacker
MCPHARLIN SPRINKLES & THOMAS LLP
720 University Avenue, Suite 250B
Los Gatos, CA 95032
408-293-1900

If you have questions regarding this Settlement, you should contact Class Counsel, or the Settlement Administrator at 1-888-281-3945.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement amount, how will the Individual Settlement Payment be calculated, and when will I receive payment?

Under the proposed Settlement, Defendants will pay a total of six hundred and five thousand dollars (\$605,000), the “Total Settlement Amount.” This amount will be paid through an initial lump-sum payment of \$205,000 (this amount has already been deposited with the Settlement Administrator); \$200,000 to be paid no later than August 15, 2022; and \$200,000 due no later than September 30, 2023.

The “Net Settlement Amount” or “NSA” means the Total Settlement Amount, less all of the following amounts, which are subject to Court approval:

- A. Attorneys’ Fees and Costs: Class Counsel will apply to the Court for attorney’s fees of up to \$201,646.50 (33.33% of the Total Settlement Amount) and for a reimbursement of actual litigation costs and expenses not exceeding the total amount of \$25,000.
- B. Class Representatives Service Awards: Class Counsel will ask the Court to approve an Enhancement Award payment of \$1,500 to Plaintiff for her efforts in prosecuting this case. Plaintiff’s Enhancement Award will be in addition to her Individual Settlement Payment she is set to receive as a Settlement Class Member.
- C. Settlement Administration Costs: The Settlement Administration Costs refer to the fees and expenses reasonably incurred by the Settlement Administrator in administering the Settlement, including, among other things, distributing the notice packets to Class Members, processing requests for exclusion and Notices of Objection, and distributing payments under the Settlement. The Settlement Administration Costs are estimated to be \$14,500.
- D. PAGA Allocation: Under the Settlement Agreement, the Total Settlement Amount includes \$25,000 as PAGA (The Private Attorney General Act of 2004 codified in Cal. Labor Code § 2698, et seq.) penalties of which 75% or \$18,750 will be paid to the Labor and Workforce Development Agency (PAGA’s administrative body) and 25% or \$6,250 will be distributed to the Class Members.

The NSA will be paid out entirely, *automatically*, to all Class Members who do not request exclusion from the Settlement (“Settlement Class Members”) in two installments. Any portion of the NSA that would have been paid to individuals who timely request exclusion from the Settlement will be paid to the Settlement Class Members who participate in the Settlement. In other words, the entire NSA will be paid to Settlement Class Members, and no portion of the NSA will be returned to Defendants under any circumstances.

The settlement amount shall be paid from the NSA according to the following formula: (1) Eighty Percent (80%) of the Net Settlement Amount shall be distributed to Settlement Class Members who were employed by Defendants in a Covered Position from January 24, 2016, through June 30, 2019. Individual payments will be calculated on a pro rata basis based on the total number of work weeks actually worked by Settlement Class Members during the period of January 24, 2016, through June 30, 2019. Individual work weeks will be divided by the total number of weeks. In other words, each Class Member's pro rata share of the Net Settlement Amount is a fraction, with the individual Class Member's actual weeks worked as the numerator and the total number of weeks actually worked by all Class Members as the denominator. (2) Twenty Percent (20%) of the Net Settlement Amount shall be distributed to Settlement Class Members who were employed by Defendants in a Covered Position from July 1, 2019, through November 12, 2021. Individual payments will be calculated on a pro rata basis based on the total number of work weeks actually worked by Settlement Class Members during the period of July 1, 2019, through November 12, 2021. Individual work weeks will be divided by the total number of weeks in the same manner described directly above. The Settlement Administrator will mail the initial Individual Settlement Payment checks within about 14 days after the Court enters judgment based on this Settlement, but possibly later depending on whether there is any appeal of the judgment entered by the court. The second round of Individual Settlement Payment checks will be mailed by the Settlement Administrator approximately 14 days after Defendants make their final settlement deposit on September 30, 2023.

For tax purposes, each Individual Settlement Payment will be allocated as follows: 70% of the Class Members' settlement payments will be characterized as penalties, for which the Settlement Administrator will issue IRS Forms 1099, 10% of the Class Members' settlement payments will be characterized as wages, for which the Settlement Administrator will issue IRS Forms W-2, and 20% of the Class Members' settlement payments will be characterized as interest, for which the Settlement Administrator will issue IRS Forms 1099 .

8. How much will my Individual Settlement Payment be?

Defendants' records indicate that you were employed by Defendants as a Class Member from «qHDate» to «qTDate» during the Class Period. Based on these dates of employment, you worked **«TotalWorkweeks»** Compensable Workweeks during the Class Period, and your estimated Individual Settlement Payment is approximately **«TotalAmount»**.

The above-stated amount is only an estimate and is subject to reduction for the employee's share of taxes and withholdings with respect to the portion of the Individual Settlement Payment that is allocated as wages. The actual Individual Settlement Payment you receive may be slightly more or less than the estimated amount shown.

9. What do I do if my dates of employment are wrong?

As described above, the amount of your Individual Settlement Payment will be based on your number of workweeks during the Class Period. Your dates of employment, as shown above, have been determined based upon Defendants' records. If you believe that the dates of employment attributed to you are not right, you may send a letter to the Settlement Administrator indicating what you believe to be the right dates. In order to be considered, your dispute must be mailed to the Settlement Administrator at the address listed below, in Paragraph 12 of this Notice, postmarked on or before September 19, 2022. Along with your dispute, you should include any documents or other information which support your belief regarding your dates of employment as a Class Member. The Settlement Administrator will resolve any dispute regarding your dates of employment based on Defendants' records and any information you provide.

HOW TO GET A PAYMENT

10. How Do I get my Individual Settlement Payment?

If you do nothing, you will automatically receive your Individual Settlement Payment after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change or correction in your contact information, or if the information shown in Paragraph 8 regarding your employment with Defendants is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. If final approval of the Settlement is granted, your Individual Settlement Payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

Settlement Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

11. What am I giving up to get an Individual Settlement Payment?

Unless you request to be excluded from the Settlement, you will be deemed a Settlement Class Member. If the Settlement is granted final approval, Settlement Class Members will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues arising in this case arising during the Covered Period. Specifically, you will be giving up or “releasing” the claims described below:

Release of Claims: After the Court has approved the Settlement, each Class Member who has not submitted a timely and valid request to be excluded from the Settlement will be bound by the approval and judgment and shall release and discharge Defendants and their present and former owners, parent companies, subsidiaries, related or affiliated companies, partners, officers, directors, employees, agents, attorneys, accountants, insurers, successors and assigns, and any other person acting on their behalf (“Released Parties”), from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, attorneys’ fees, expenses, and losses and issues of any kind or nature whatsoever that were alleged in the Complaint or that reasonably arise from the facts alleged in the Complaint.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

If you do not wish to participate in the Settlement, you should exclude yourself from (or “opt out” of) the Settlement. To exclude yourself from the Settlement, you must submit a timely and valid written request for exclusion to the Settlement Administrator. If you exclude yourself from the Settlement, you will no longer be a Settlement Class Member and will not receive an Individual Settlement Payment.

To be valid, the request for exclusion must state that you wish to exclude yourself from the Settlement, and must contain all of the following: (1) your name, address, telephone number, and the last four digits of your Social Security Number or your full Employee ID Number; (2) your signature or the signature of your legal representative; and (3) a typewritten or handwritten statement which states, in substance, “I have read the Notice and I wish to opt out of the class action settlement of the case entitled *Almidia Esteban Melendez, et al. v. Genesis Building Services, Inc. and Eat my Dust Inc. et al.*, case No. 20-CIV-00453, and understand that I will not receive a settlement payment pursuant to the terms of the Settlement described in the Notice.”

To be timely, any request for exclusion must be mailed or faxed to the Settlement Administrator, postmarked or fax-stamped on or before September 19, 2022 to the following address or fax number:

Melendez v. Genesis Building Services, et. al. Settlement
 c/o CPT GROUP INC.
 50 CORPORATE PARK
 IRVINE, CA 92606
 Fax: 949-419-3446

13. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves, for the Covered Period. *If you have a pending lawsuit, speak to your lawyer in that case immediately.* You must exclude yourself from this Class to continue your own lawsuit.

OBJECTING TO THE SETTLEMENT

14. 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 different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The Court will consider your views when deciding whether to grant final approval of the Settlement.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, 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 hiring and paying that attorney. All written objections and supporting papers must: (a) clearly identify the instant case name and number; (b) be submitted to the Court either by mailing them to the Office of the Clerk, 400 County Center, Redwood City, CA 94063, or by filing them in person at the aforementioned address, and (c) be filed or postmarked on or before September 19, 2022.

15. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You may only object if you remain a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case does not affect you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing in Department 22 of San Mateo Superior Court's Northern Branch, which is located on 1050 Mission Road, South San Francisco, CA, 94080 (Courtroom K) on December 15, 2022, at 9:00 a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives Service Awards, the PAGA Allocation, and the Settlement Administration Costs. The Court may reschedule the Final Approval Hearing without further notice to Class Members. Any updates along with relevant Court documents will be available at www.cptgroupcaseinfo.com/genesisbuildingsettlement and the Court's website, <https://odyportal-ext.sanmateocourt.org/portal-external>. Any Final Approval Order signed by the Court will also be available at on both websites.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have, but you are welcome to come at your own expense. You may also hire and pay your own lawyer to attend if you so desire.

If you send a Notice of Objection, you do not have to come to Court to talk about it. As long as you have filed or submitted your Notice of Objection on time (as described in Paragraph 14, above), the Court will consider it.

18. May I speak at the hearing?

If you wish to speak at the Final Approval Hearing, you must indicate your intention to speak at the Final Approval Hearing in your Notice of Objection (see Paragraph 14, above).

GETTING MORE INFORMATION

19. Who may I contact if I have questions about the Settlement?

If you have any questions about the Settlement, you may contact Class Counsel at the address or telephone listed above in Paragraph 6 of this notice. You may also contact the Settlement Administrator by calling toll free 1-888-281-3945, or by writing to the Settlement Administrator, at the address shown in Paragraph 12, above.

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you can get a copy of the Settlement Agreement by contacting Class Counsel (see contact information in Paragraph 6, above). You can also review the settlement documents, including applicable motions and orders, at www.cptgroupcaseinfo.com/genesisbuildingsettlement.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS MANAGERS, SUPERVISORS, OR THEIR ATTORNEYS FOR INFORMATION. (Note: the attorneys identified as “Counsel for Defendants” in section 6 of this Notice are Defendants’ attorneys and should not be contacted. You may, however, contact the attorneys identified as “Class Counsel” in section 6 of this Notice.)

ADDITIONAL IMPORTANT INFORMATION

Defendants support the Settlement and will not retaliate in any manner whatsoever against any Class Member, whether they choose to stay in the Class as a Settlement Class Member and receive an Individual Settlement Payment, request to be excluded from the Settlement, or object to the Settlement.

Individual Settlement Payment checks must be cashed soon after receipt. Individual Settlement Payment checks that remain uncashed ninety (90) calendar days after the date of issuance will be voided, and the funds represented by any such uncashed checks plus any accrued interest that has not otherwise been distributed, shall be transmitted to either those Class Members who cashed their checks or to the Court approved *cy pres* designee: the Legal Aid Society of San Mateo. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.