

If you were employed by Shalev Senior Living, Inc., The Crestview School, and/or Valley Glen Senior Living, Inc. in California between July 2, 2011 and August 3, 2017 (the “Class Period”), and are a member of the below-described Settlement Class, a class action settlement may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

PSA ID: <<Insert>>

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip>>

- A former employee (“Plaintiff”) filed a complaint against Shalev Senior Living, Inc., The Crestview School, Valley Glen Senior Living, Inc., and related individuals alleging violations of the California Labor Code, California Business & Professions Code, and the Fair Labor Standards Act. In the complaint, Plaintiff seeks to represent a class comprised of employees of Shalev Senior Living, Inc., The Crestview School, and/or Valley Glen Senior Living, Inc. The Defendants deny Plaintiff’s claims and deny liability to any proposed member of the Class.
- A proposed Settlement has been reached with the Defendants and has been granted Preliminary Approval by the Court supervising the lawsuit. The Court has ordered that this Notice be sent to you because you may be a member of the Settlement Class. The purpose of this Notice is to inform you of the Settlement of the class action and your legal rights and options under the Settlement:

Your Legal Rights and Options in this Settlement	
DO NOTHING	Receive an Individual Settlement Payment. If you received this notice by mail, you will receive an Individual Settlement Payment automatically, without the need to return a claim form, after final judicial approval of the Settlement Agreement if you do not exclude yourself from the Settlement.
MAIL-IN A WRITTEN EXCLUSION REQUEST	Do not participate in the settlement. Get no payment. If you want to opt-out of the Settlement, submit a signed written exclusion request that is postmarked no later than <u>January 2, 2018</u> to the Settlement Administrator at the following address: <i>Carani v. Shalev Senior Living, Inc.</i> , C/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, and your social security number. Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. If you submit a valid and timely opt-out request, you will not participate in the Settlement and will not be bound by either the Settlement or the Judgment.
OBJECT	If you participate in the Settlement, you may also object to the Settlement if you wish. To object, you must submit a written objection, and supporting papers that is postmarked no later than <u>January 2, 2018</u> , to the Settlement Administrator at the following address: <i>Carani v. Shalev Senior Living, Inc.</i> , C/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. If your Objection is accepted, that may change how the Settlement operates. If it is not accepted, you will participate in the Settlement in its existing form.

QUESTIONS? CALL (818) 650-8077 OR (714) 482-6301.

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BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because the company records of Shalev Senior Living, Inc., The Crestview School, Valley Glen Senior Living, Inc., and related individuals (“the Defendants”) indicate that you are a member of the Settlement Class (a “Settlement Class Member”). This notice is designed to advise you of how you can participate in this Settlement or how you can exclude yourself from or object to this Settlement.

2. What is this lawsuit about?

Plaintiff Kathleen Carani claims in the lawsuit that the Defendants have violated a number of wage and hour laws. In particular, Plaintiff claims among other things that the Defendants failed to pay minimum wages and overtime wages; failed to provide compliant meal and rest periods and failed to pay wage premiums for alleged meal and rest break violations; failed to provide accurate paystubs; failed to reimburse for business expenses, and failed to timely pay all final wages. Both Plaintiff and the Defendants believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class.

3. What is a class action and who is involved?

In a class action, one or more people sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The person who sued is called the Plaintiff. The companies she has sued (in this case Shalev Senior Living, Inc., The Crestview School, and Valley Glen Senior Living, Inc.) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. On August 3, 2017, Judge Ann I. Jones of Los Angeles Superior Court, the judge assigned in this lawsuit, issued an order preliminarily certifying the Settlement Class.

THE CLAIMS IN THE LAWSUIT

4. What does the lawsuit complain about?

In the lawsuit, the Plaintiff alleges that the Defendants failed to pay minimum wages and overtime wages; failed to provide compliant meal and rest periods and failed to pay wage premiums for alleged meal and rest break violations; failed to provide accurate paystubs; failed to reimburse for business expenses, and failed to timely pay all final wages.

5. How do the Defendants answer?

The Defendants deny that they did anything wrong and say that they provided employees proper minimum wages and overtime, provided meal and rest periods, provided accurate and complete wage statements, reimbursed business expenses, and paid all wages on time.

6. Has the Court decided who is right?

The Court has made no ruling on the merits of the members of the Settlement Class’s claims and has determined only that certification of the Settlement Class for Settlement purposes is appropriate under California law.

7. What is the Plaintiff asking for?

The Plaintiff wants overtime compensation, liquidated damages, wage premiums for alleged meal and rest break violations, reimbursement for business expenses, and continuing wages for Class Members.

THE SETTLEMENT

8. Why is there a settlement?

Both sides agreed to the Settlement to avoid the cost and risk of further litigation between Plaintiff and the Defendants. The Settlement does not mean that any law was broken. The Defendants deny all of the claims in the lawsuit. The Class Representative and her lawyers think the Settlement is in the best interests of all Settlement Class Members.

9. What does the Settlement provide?

Under the terms of the Settlement, the Defendants agree to pay a Settlement Amount of \$190,000. Deducted from this amount will be sums approved by the court for attorneys' fees in the lawsuit not to exceed \$76,000, reasonable costs incurred by Class Counsel in the lawsuit in the amount of up to \$8,000, an incentive award to the Plaintiff for her services as the Class Representative not to exceed \$4,000, payment to the State of California Labor and Workforce Development Agency of \$3,750 for alleged penalties, and the fees and expenses of the Settlement Administrator in an amount not to exceed \$8,000. The cash amount left ("the Remainder") is available to pay Settlement Class Members who do not opt-out of the Settlement.

For each employee who does not opt-out of the Settlement, the Settlement Administrator will calculate the payment as follows: First, such employee's total earnings during the Class Period shall be determined. Second, that number shall be divided by the total earnings of all Settlement Class Members during the Class Period. Third, the number resulting from that division shall be multiplied by the Remainder. This is your "Class Member Allocation Amount". Your Class Member Allocation Amount will depend on the number of valid exclusion requests submitted, and may be larger or smaller depending on how many valid opt-out requests are submitted. It will also depend upon your total earnings during the Class Period.

The total earnings shall be based on the payroll records of the Defendants.

**The records of the Defendants indicate that
your total earnings during the Class
Period was:**

<<Insert Earnings>>

**Based on the foregoing formula, your
proportionate share of the Settlement is
approximately:**

<<Insert Est. Amount>>

If you disagree with the information regarding the number the earnings reflected on this notice, you may state the basis of your disagreement and submit documentation supporting your position by no later than January 2, 2018, to the Settlement Administrator at the following address: *Carani v. Shalev Senior Living, Inc.*, C/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

The Class Member Allocation Amounts shall be considered 30% wage income, 60% interest, and 10% penalties. The Settlement Administrator shall calculate and deduct from those amounts the employee's share of tax and other required withholdings, and then will pay the resulting amount to Settlement Class Members who do not exclude themselves from the Settlement. Nothing in this Notice or the Settlement is intended to be tax advice. Settlement Class Members are directed to consult with their own tax advisors concerning the tax consequences of the payments they receive.

10. What am I giving up in exchange for the settlement benefits?

If approved by the Court, the proposed Settlement Agreement will be binding on all Settlement Class Members who do not timely opt out of the Settlement. If you do not opt out of the Settlement and the Settlement is given final approval, you will fully release and discharge Shalev Senior Living, Inc., The Crestview School, Valley Glen Senior Living, Inc., and their affiliates, successors, employees, agents, shareholders, owners, officers, directors, representatives, principals, managers, employees, attorneys, and Mia Levi, Evan Levi, Marissa Levi, Justin Levi, and Paul Radnia and any other person or entity who may be liable for any wages, overtime wages, meal and rest break violations, statutory payments, or penalties whether under state including law or federal law due any member of the Settlement Class (collectively, the “Released Parties”) from any and all claims, causes of action, debts, liabilities, demands, obligations, or damages of any kind, whether known or unknown, which have been or could have been asserted against Released Parties arising out of or related to all claims for wages, overtime pay, pay for all time allegedly worked but not compensated, and all other claims of any kind for wages, benefits, penalties, liquidated damages, premium pay, interest, costs and attorneys’ fees arising from the alleged violation of any provision of common law, California law and/or Federal law which were or could have been raised in the Action including, but not limited to, the following claims with respect to acts and omissions during the time period from July 2, 2011 through August 3, 2017: (a) failure to pay all wages owed, including minimum wages and overtime wages (Cal. Lab. Code §§ 510, 1194(b) failure to provide compliant meal and rest periods and failure to pay wage premiums for alleged meal and rest break violations (Cal. Lab. Code §§ 226.7, 512); (c) failure to provide accurate wage statements (Cal. Lab. Code § 226); (d) reimbursement for business expenses (Cal. Lab. Code § 2802); (e) continuing wages (Cal. Lab. Code § 203); (g) unfair business practices and/or unfair competition (Cal. Bus. & Prof. Code §§ 17200); (h) any other claims or penalties under the wage and hour laws pleaded in the Complaint or that reasonably could have been pleaded based on the allegations contained in the Complaint including but not limited “waiting time penalties”; and (i) all damages, penalties, attorney fees, costs, interest and other amounts recoverable pursuant to (a)-(h) to the extent permissible under the California Labor Code, PAGA, California Industrial Welfare Commission Orders, and the California Unfair Competition Law and including without limitation claims that were raised or that could have been raised under Labor Code section 201, 202, 203, 218, 218.6, 221, 226, 226.7, 512, 1174, 1194, 1199, 2698 and Business and Profession Code section 17200 and any applicable Wage Orders (collectively, “Released Claims”).

If you cash the settlement check, the Released Claims shall also include any and all claims under the Fair Labor Standards Act, including without limitation, claims under 29 U.S.C. §§ 206, 207 and 216, or that could have been asserted based on the facts alleged in the lawsuit under federal law that arise from the allegations pled in this lawsuit.

You will release these kinds of claims whether or not you are fully aware of their nature or extent or aware of whether you even have such claims. Whether or not you cash the settlement check, the Settlement will be binding. If you do not cash your check within 180 days of the date on the check, your check will be void and the funds will be distributed to the Jewish Vocational Service of Los Angeles (JVSLA). Additionally, even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your settlement share and will be bound by the terms of the Settlement and the release.

You can talk to the lawyer for the Settlement Class listed below for free or you can talk to your own lawyer if you have questions about the Released Claims and what they mean.

11. How do I get a payment?

If you received this notice by mail, you will receive an Individual Settlement Payment automatically if you do not exclude yourself from the Settlement.

12. When will I get my payment?

Individual Settlement Payments will be mailed to Settlement Class Members who are eligible to receive benefits under the Settlement, after the court approves the Settlement, and after time for appeals has ended and any appeals have been resolved. After the court approves the Settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

13. When is the effective date of the settlement agreement?

The Settlement Agreement becomes effective upon the Superior Court of the State of California for the County of Los Angeles, Central District's final approval of the Settlement Agreement.

WHO IS IN THE SETTLEMENT CLASS

14. Am I part of this Settlement Class?

The Settlement Class Members include all persons employed by Shalev Senior Living, Inc., The Crestview School, and/or Valley Glen Senior Living, Inc. and paid on an hourly basis during the period July 2, 2011 through and including August 3, 2017.

15. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the class action administrator.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Settlement Class or opt-out of the Settlement Class by January 2, 2018.

16. What happens if I do nothing at all?

You don't have to do anything now if you want to receive a share of the money from this settlement between the Defendants and the Plaintiff. By doing nothing you are staying in the Settlement Class and you keep the possibility of getting money that may come from this settlement. But, you give up any rights to sue the Released Parties separately about the same legal claims in this lawsuit.

17. Why would I ask to be excluded?

If you already have your own lawsuit against the Released Parties and want to continue with it, you need to ask to be excluded from the Settlement Class. If you exclude yourself from the Settlement Class—which also means to remove yourself from the Settlement Class, and is sometimes called “opting-out” of the Settlement Class—you won't get any money from this settlement between the Defendants and the Plaintiff. However, you may then be able to sue or continue to sue the Released Parties. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against the Released Parties after you exclude yourself, you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against the Released Parties, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

18. How do I ask the Court to exclude me from the Settlement Class?

Settlement Class Members may exclude themselves (“opt-out”) from the Settlement Class by submitting a signed written exclusion request to the Settlement Administrator by certified mail to *Carani v. Shalev Senior Living, Inc.*, C/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, on or before January 2, 2018. To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, and your social security number. Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. Persons who submit valid and timely opt-out requests will not participate in the Settlement and will not be bound by either the Settlement or the Judgment.

19. What happens if I exclude myself from the Settlement?

If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get an Individual Settlement Payment, and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against the Released Parties in the future, subject to any defenses that the Released Parties may assert. You will not be bound by anything that happens in this lawsuit.

20. What if I want to object to the Settlement?

If you are a Settlement Class Member and believe that the Settlement should not be finally approved by the Court for any reason, and want the Court to consider your objection, you must send your objection by mail to the Settlement Administrator at the following address: *Carani v. Shalev Senior Living, Inc.*, C/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, on or before January 2, 2018. Such objection shall include the name and number of the case, *Carani v. Shalev Senior Living, Inc.*, Case No. BC586950, your name, address, and telephone number, your dates of employment, the basis for any objection, your signature, and, if you are represented by counsel, the name and address of your counsel.

DO NOT submit both an opt-out statement and an objection. If you submit both, the objection will be disregarded. Any attorney who will represent an individual objecting to the Settlement Agreement should file a notice of appearance with the Court and serve Class Counsel, Counsel for Shalev/Crestview Defendants, and Counsel for Valley Glen Senior Living, Inc. and Paul Radnia with such notice of appearance. All objections or other correspondence must state the name and number of the case, *Carani v. Shalev Senior Living, Inc.*, Case No. BC586950. The address information for counsel is the following:

Class Counsel
Jonathan Ricasa
Law Office of Jonathan Ricasa
15760 Ventura Boulevard, Suite 700
Encino, California 91436

Class Counsel
Briana M. Kim
Briana Kim, PC
249 East Ocean Boulevard, Suite 814
Long Beach, California 90802

Counsel for Shalev/Crestview Defendants
Maurice Wainer
Snipper Wainer & Markoff
9595 Wilshire Boulevard, Suite 201
Beverly Hills, California 90212-2502

Counsel for Valley Glen Senior Living, Inc. and Paul Radnia
Julie R. Trotter
Call & Jensen
610 Newport Center Drive, Suite 700
Newport Beach, California 92660

21. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. If your objection is overruled, you will be part of the Settlement, will release your claims, and will receive the payments.

Excluding yourself is telling the court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

THE LAWYER REPRESENTING YOU

22. Do I have a lawyer in this case?

The Court decided that the Law Office of Jonathan Ricasa and Briana Kim, PC are qualified to represent you and all Settlement Class Members. The law firms are called “Class Counsel.” Mr. Ricasa and Ms. Kim are experienced in handling similar cases against other employers. More information about these law firms, their practice, and the experience of Mr. Ricasa and Ms. Kim are available at www.ricasalaw.com and www.wagerecoveryqueen.com. Their contact information is the following:

Jonathan Ricasa
Law Office of Jonathan Ricasa
15760 Ventura Boulevard, Suite 700
Encino, California 91436
Telephone: (818) 650-8077
Facsimile: (818) 301-5151

Briana M. Kim
Briana Kim, PC
249 East Ocean Boulevard, Suite 814
Long Beach, California 90802
Telephone: (714) 482-6301
Facsimile: (714) 482-6302

23. Should I get my own lawyer?

If you do not opt-out of this settlement, you do not need to hire your own lawyer because Class Counsel will be working on your behalf. If you opt-out of the class and you start your own lawsuit against the Released Parties, you’ll have to prove your claims.

24. How will the costs and attorneys’ fees for the lawsuit and the Settlement be paid?

Subject to court approval, the Defendants agree to pay up to \$76,000 in attorneys’ fees, as well as reasonable costs in the amount of up to \$8,000 to Class Counsel. Subject to court approval, the Defendants also agree to pay the Class Representative up to \$4,000 as an enhancement fee for her participation in this lawsuit and for taking on the risk of litigation. The court may award less than these amounts. The Defendants shall pay the Settlement Administrator’s costs and fees associated with administering the Settlement in the amount up to \$8,000.

THE FAIRNESS HEARING

The judge will hold a hearing to decide whether to approve the Settlement. If you have filed an objection on time you may attend and you may ask to speak, but you don’t have to.

25. When and where will the court decide whether to approve the settlement?

The court will hold a hearing in Department 308 at Central Civil West Courthouse, located at 600 South Commonwealth Avenue, Los Angeles, California 90005 on February 9, 2018, at 10:00 a.m. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the court will consider whether the Settlement is fair, reasonable, and adequate. If there are any objections, the judge will consider them. The court will only listen to people who have asked to speak at the hearing. At this hearing, the court will also decide how much to pay Class Counsel and how much to pay Plaintiff as an enhancement fee. After the hearing, the court will decide whether to approve the Settlement. We do not know how long these decisions will take.

26. Do I have to come to the hearing?

No. Class Counsel will answer any questions the court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to talk about it. As long as you mailed your written objection on time, the court will consider it. You may also pay another lawyer to attend, but it is not required.

GETTING MORE INFORMATION

This Notice only summarizes the lawsuit and other related matters. For more information, you may review the Court's files at the Civil Records of the Superior Court of California for the County of Los Angeles, Central District located at 600 South Commonwealth Avenue, Los Angeles, California 90005, during business hours of each business day. Any questions regarding this Notice should be sent to Class Counsel at the telephone number listed below. Additional information will be posted on the following website: www.phoenixclassaction.com. If your address changes or is different from the one on the envelope enclosing this Notice, please promptly notify the Settlement Administrator. Please note that your contact information was obtained for purposes of this Settlement only, by Order of the Court, and will not be utilized for any other purpose other than this pending Settlement. Counsel will use all reasonable means to protect your information.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.