

CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES

BRENDA CASTILLO v. CENTURY GROUP PROFESSIONALS, LLC, et al. Case No. 20STCV37259

NOTICE OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT (“PAGA”) SETTLEMENT

*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 are affected by whether you act or don’t act.*

TO: All persons employed by Defendant Century Group Professionals LLC (“Defendant”) as hourly paid, non-exempt employees who worked for Defendant during the period of September 29, 2016 to February 22, 2023, and who did not sign an arbitration agreement with an express class action waiver, including but not limited to, the CA Universal At-Will Employment Dispute and Arbitration Agreement, Century Group Professionals, LLC Arbitration Agreement, Century Group Professionals, LLC Voluntary Arbitration Agreement, and (CA) Century Group Professionals LLC Arbitration Agreement.

The California Superior Court, County of Los Angeles, has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All persons employed by Defendant as hourly paid, non-exempt employees who worked for Defendant during the period of September 29, 2016 to February 22, 2023, and who did not sign an arbitration agreement with an express class action waiver, including but not limited to, the CA Universal At-Will Employment Dispute and Arbitration Agreement, Century Group Professionals, LLC Arbitration Agreement, Century Group Professionals, LLC Voluntary Arbitration Agreement, and (CA) Century Group Professionals LLC Arbitration Agreement.

The Court has also approved a settlement of claims under the Private Attorney General Act (“PAGA”) for “PAGA Employees” who are:

A person employed by CGP in California as an hourly paid, non-exempt employee during the period of September 29, 2019 to February 22, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why have I Received this Notice?..... Page 1
2. What is this Case About?..... Page 2
3. Am I a Class Member? Page 2
4. How Does this Class Action Settlement Work? Page 2
5. Who are the Attorneys Representing the Parties?..... Page 2
6. What are My Options?..... Page 3
7. How do I Opt Out or Exclude Myself from this Settlement?..... Page 3
8. How do I Object to the Settlement? Page 3
9. How does this Settlement Affect My Rights?..... Page 3
10. How Much Can I Expect to Receive from this Settlement? Page 4
11. How Will the Attorneys for the Class and the Class Representative be Paid?..... Page 5
12. What are the PAGA Released Claims?..... Page 5

1. Why Have I Received this Notice?

Century Group Professionals, LLC’s (collectively, “Defendant”) records indicate that you may be a Class Member and/or PAGA Employee. The Settlement will resolve all Class Members’ Released Claims, as described below, from September 29, 2016, through February 22, 2023 (the “Release Period”). You are a member of the Class if you were employed as a non-exempt employee by Defendant in the State of California during the period of September 29, 2016, to February 22, 2023.

A Preliminary Approval Hearing was held on August 18, 2023, in the California Superior Court, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court also approved the PAGA settlement (described in Question 12 below).

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Fairness Hearing.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on February 21, 2024, at 11:00 a.m. before Judge Carolyn B. Kuhl located in Department 12 at the Los Angeles Superior Court at 312 N. Spring Street, Los Angeles, California 90012. If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering Judgment will be posted on a website by the Settlement Administrator for a period of at least 90 days following the entry of the Order in the Court record. That website is <https://www.phoenixclassaction.com/century-group-international/>.

2. What is this Case About?

The action entitled *BRENDA CASTILLO v. CENTURY GROUP PROFESSIONALS, LLC, et al. Case No. 20STCV37259* was commenced by Plaintiff Brenda Castillo in the Los Angeles County Superior Court as a putative class action. Ms. Castillo also pursued various claims as private attorneys general against Century Group Professionals, LLC under Labor Code sections 2699 et seq. and the California Private Attorney General Act of 2004 (“PAGA”). In effect, the Plaintiff sought to represent California as private attorneys general pursuing PAGA claims by the State against Century Group Professionals, LLC relating to its wage and hour practices.

Plaintiff Brenda Castillo is referred to as “Plaintiff.” Plaintiff’s action against Century Group Professionals, LLC seeks damages, restitution, penalties, interests, costs, attorney’s fees, and other relief based on the following alleged causes of action 1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay overtime wages, (4) failure to pay minimum wage, (5) failure to compensate for all hours worked, (6) failure to maintain required records, (7) failure to provide accurate wage statements, (8) violation of Business & Professions Code section 17200, et seq., (9) waiting time penalties, (10) failure to reimburse for necessary business expenses and (11) violation of California Labor Code Sections 2698, et seq. (violation of the Private Attorneys General Act).

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Century Group Professionals, LLC. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Century Group Professionals, LLC expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff, the Class, or PAGA Employees.

3. Am I a Class Member?

You are a member of the Class if you were employed by Defendant as an hourly paid, non-exempt employee who worked for Defendant during the period of September 29, 2016 to February 22, 2023, and who did not sign an arbitration agreement with an express class action waiver, including but not limited to, the CA Universal At-Will Employment Dispute and Arbitration Agreement, Century Group Professionals, LLC Arbitration Agreement, Century Group Professionals, LLC Voluntary Arbitration Agreement, and (CA) Century Group Professionals LLC Arbitration Agreement.

4. How Does this Class Action Settlement Work?

In this Action, Plaintiff sued on behalf of herself and all other similarly situated employees. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members” for purposes of settlement. The settlement of this Action resolves the Released Claims of all Class Members except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy via e-mail free of charge.

5. Who are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Century Group Professionals, LLC
<p>Jores Kharatian, Esq., Bar No. 306150 KHARATIAN LAW, APC 595 E. Colorado Blvd., Suite 210 Pasadena, CA 91101 Tel: (626) 759-9900 Attorneys for Plaintiff, Brenda Castillo</p>	<p>Boris Sorsher, Bar No. 251718 Lyle M. Chan, Bar No. 299037 FISHER & PHILLIPS, LLP 2050 Main Street, Suite 1000 Tel: (949) 851-2424 Attorneys for Defendants Century Group Professionals, LLC</p>

The Court has decided that KHARATIAN LAW, APC is qualified to represent you and all other Class Members simultaneously. As part of this settlement, Plaintiff's Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Century Group Professionals, LLC will take no actions against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as a non-exempt employee in California during the Release Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Century Group Professionals, LLC, for any of the Released Claims as defined in Section No. 9 below. If you are a PAGA Employee, you will, however, still release the PAGA Released Claims and receive a payment from the PAGA Fund (described in Question 12).
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled "How do I Opt Out or Exclude Myself from this Settlement?" and "How do I Object to the Settlement?"

7. *How do I Opt Out or Exclude Myself from this Settlement?*

If you do not wish to participate in the Settlement, you may be excluded (i.e., "opt out") by sending a timely written Request for Exclusion that contains your name, address, telephone number, the last four digits of your Social Security number, and the name of the case and case number (*Castillo v. Century Group Professionals, LLC, et al.*, Case No. 20STCV37259).

If you opt out of the Settlement, you will not be releasing the claims set forth in Question 9.

The Exclusion Form must be signed, dated, and mailed by First Class U.S. Mail, postmarked no later than October 30, 2023, to: Castillo v. Century Group Professionals, LLC, c/o Phoenix Class Action Administration Solutions, P.O. Box 7208, Orange, CA 92863.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, Release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. *How do I Object to the Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at Castillo v. Century Group Professionals, LLC, c/o Phoenix Class Action Administration Solutions, P.O. Box 7208, Orange, CA 92863 by October 30, 2023. The Objection must state: (a) state your full name, address, and telephone number; (b) state the words "Notice of Objection" or "Formal Objection"; (c) describe, in clear and concise terms, the grounds for objection; (d) indicate whether you are represented by counsel; (e) indicate whether you would like to appear at the Final Approval Hearing; and (f) identify the name of the case (*Castillo v. Century Group Professionals, LLC*, Case No. 20STCV37259).

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel. Class Members' timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How does this Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not validly opt-out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Century Group

Professionals, LLC and its past, present, and future parent companies, subsidiaries, affiliates, divisions, and agents and all of their respective partners, principals, managers, officers, directors, employees, shareholders, members, advisors, consultants, insurers, personal or legal representatives, accountants, attorneys, trustees, assigns, real or alleged alter egos, predecessors, successors, transferees, managing agents, investors, and agents (“Released Parties”) from the Released Claims. The Released Claims are as follows:

Released Claims.

The claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement include any and all claims for (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay overtime wages, (4) failure to pay minimum wage, (5) failure to compensate for all hours worked, (6) failure to maintain required records, (7) failure to provide accurate wage statements, (8) violation of Business & Professions Code section 17200, *et seq.*, (9) waiting time penalties, (10) failure to reimburse for necessary business expenses, (11) violation of California Labor Code Sections 2698, *et seq.* (violation of the Private Attorneys General Act), and any and all claims under California or local law that were, or could have been, pled based upon the factual allegations contained in the Second Amended Complaint.

The Release will be as to the Released Parties for the period from September 29, 2016, to February 22, 2023. The Released Claims include all claims described above—that is, those claims that are, or reasonably could have been, asserted in the Second Amended Complaint—whether known or unknown. The Released Claims include any and all claims for wages, bonus pay, reporting time pay, commissions, incentive pay, overtime pay, business expense reimbursement, premium pay (such as meal and rest period premiums), final wages, minimum wages, off-the-clock work, penalties (such as penalties for incorrect wage statements), wages due on termination, liquidated damages or any pay, premium, or penalty provided for under the California Labor Code or other applicable wage-and-hour statute.

Thus, if a Class Member participates in the Settlement, then even if the Class Member discovers facts in addition to, or different from, those that he or she now knows or believes to be true or otherwise fails to discover facts with respect to the subject matter of the Released Claims, those claims will remain released and forever barred.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be \$390,000.00 plus the employer’s share of applicable payroll taxes with respect to the Net Settlement Amount (“Gross Settlement Amount” or “GSA”).

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of:

- Attorneys’ Fee Award (up to \$136,500.00),
- Cost Award (up to \$23,000.00),
- Class Representative Enhancement (up to \$15,000.00);
- the PAGA Payment (\$3,900.00), and
- Administration Costs (up to \$20,000.00).

All of these payments are subject to Court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted-out within twenty-eight (28) days of the Court’s final approval of the settlement. The Settlement Administrator will calculate the Individual Settlement Shares for Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Settlement Amount.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount is as follows: \$<<ESA Before PAGA>>, less tax withholdings customarily made from employee’s wages. This is based on Century Group Professionals, LLC’s records, which show you worked <<Total Weeks>> workweeks during the period of September 29, 2016 to February 22, 2023.

Class Members must inform the Settlement Administrator of any changes to their address if they wish to ensure receipt of payment.

If you believe the number of workweeks is incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at Castillo v. Century Group Professionals, LLC, c/o Phoenix Class Action Administration Solutions, P.O. Box 7208, Orange, CA 92863 on or before October 30, 2023.

Fifteen percent (15%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining eighty-five percent (85%) of your Individual Settlement Payment will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the uncashed checks to State Controller's Office Unclaimed Property Division as unclaimed property.

11. How Will the Attorneys for the Class and the Class Representative be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 35% of the Gross Settlement Amount (or \$136,500) for attorney fees and up to \$23,000 for litigation costs.

Century Group Professionals, LLC has paid all of its own attorneys' fees and costs.

The Plaintiff will also be paid a Class Representative Enhancement Payment, up to \$15,000.00, subject to Court approval.

12. What are the PAGA Released Claims?

If you were employed by Century Group Professionals, LLC in the State of California as an hourly paid, non-exempt employee during the period of January 24, 2022, to February 22, 2023, you are a PAGA Employee. The Court approved the PAGA settlement on August 18, 2023.

As part of the Settlement, Century Group Professionals, LLC has agreed to pay a PAGA Payment of \$3,900.00. Seventy-five percent (75%) of this payment goes to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) is divided among PAGA Employees. The 25% that goes to PAGA Employees is called the PAGA Fund.

The PAGA Fund is allocated to each PAGA Employee based on the number of weeks worked by each PAGA Employee during the period of September 29, 2019, to February 22, 2023. The amount to be paid per workweek worked by a PAGA Employee will be calculated on a pro rata basis by dividing the value of the portion of the PAGA Fund that will be paid to each PAGA Employee by the total number of weeks worked by all PAGA Employees during the PAGA Period.

Plaintiff, on behalf of herself and as a representative of the State of California as a private attorney general and all PAGA Employees, fully release and forever discharge the Released Parties (described above) from any and all claims for PAGA penalties under Labor Code Sections 2698, et seq. for the period September 29, 2019 to February 22, 2023.

It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all known and unknown PAGA claims that were raised, or could have been raised, during the period of September 29, 2019, to February 22, 2023. In order for the Released Parties to achieve a full and complete release, each PAGA Employee acknowledges that this Settlement is intended to include, in its effect, all PAGA claims of any nature. As a result of this Release, the PAGA Employees will be unable to bring a claim under the California Private Attorneys General Act, and California Labor Code Sections 2698 et seq. for any alleged violations of the PAGA Released Claims that took place between September 29, 2019, to February 22, 2023. For the avoidance of doubt, the PAGA Released Claims also include any and all claims and related PAGA penalties alleged in the Second Amended Complaint, as well as any and all PAGA penalties that were, or could have been, pled based upon the factual allegations contained in the Second Amended Complaint, as well as all PAGA claims of any nature.

If you are a Class Member who does not opt-out of the Settlement and is a PAGA Employee, you will only receive one check that combines your Individual Settlement Share and your payment related to PAGA.

It is strongly recommended that upon receipt of your check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the uncashed checks to State Controller's Office Unclaimed Property Division as unclaimed property.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Century Group Professionals, LLC Class Action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at the Los Angeles Superior Courts at 312 N. Spring Street, Los Angeles, California 90012 between 8:30 a.m. and 4:00 p.m.

You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy via email of the Settlement Documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.