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## NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

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UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF WASHINGTON  
*Kastel, et al. v. Cascade Living Group Management, LLC,*  
Case No. 2:23-cv-000684-JCC

*This is a court-authorized 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.*

You may be entitled to money from a class action settlement if you are a current or former hourly, non-exempt employee of Cascade Living Group Management, LLC (“Cascade”) and were subjected to potential alleged wage and hour violations at any time from May 10, 2017 (in Oregon) or May 10, 2020 (in Washington) through July 29, 2024, or in the three year period prior to the date of your signature on the FLSA Collective Consent Form (in any state).

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

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

The Court has not determined that Cascade violated the law and Cascade denies all potential liability, but has entered this Settlement to avoid further litigation. The two sides disagree on whether Plaintiffs or Cascade would have prevailed if the case had gone to trial. Cascade denies that it violated any laws or that it harmed its employees in any way.

Eligibility requirements for receiving payments are described below. Payments will only be issued if the Court grants final approval of the Settlement.

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## **1. Why have I received this Notice?**

Cascade's records indicate that you were employed as an hourly non-exempt worker within the past three years in any state and are therefore potentially an FLSA Collective Member. Additionally, Cascade's records may indicate that you were employed as an hourly, non-exempt worker at some time between May 10, 2017 (in Oregon) or May 10, 2020 (in Washington) through July 29, 2024, making you a Class Member.

The parties to this Class and Collective Action have entered into a Settlement to avoid the cost and risk of further litigation. Cascade denies all the legal claims in the case and maintains it pays its employees appropriately pursuant to federal and state wage laws. The Plaintiffs and their attorneys believe the Settlement is in the best interest of the Class and Collective Members. The Court has preliminarily approved the Settlement. The Court must also grant final approval for the Settlement to be valid. If the Court approves the proposed Settlement, your legal rights may be affected.

## **2. What is this Class and Collective Action about?**

The Class and Collective Action was commenced by Plaintiffs Jordan Kastel and Stormie Hoy on May 10, 2023 in the United States District Court for the Western District of Washington, Case No. 2:23-cv-00684-JCC. Plaintiffs brought this lawsuit against Cascade seeking damages, restitution, penalties, interest, costs and attorneys' fees, and other relief based on the following alleged causes of action: (1) failure to pay overtime wages in violation of the Fair Labor Standards Act (the "FLSA"), 29 U.S.C. § 207; (2) failure to pay overtime in violation of ORS § 653.261 and OAR 839-020-0030; (3) failure to pay all wages owed under ORS §§ 652.120 and 653.0101; (4) unlawful deductions under ORS § 652.610; (5) failure to provide compliant meal periods under OAR 839020-0050; (6) failure to pay overtime wages in violation of the Washington Minimum Wage Act ("WMWA"), Rev. Code Wash. Ch. 49.46; (7) failure to pay all "straight" time, or non-overtime, wages owed in violation of the Washington Wage Rebate Act ("WWRA"); and (8) failure to provide compliant meal breaks in violation of Wash. Admin. Code § 296-126-092. Plaintiffs seek monetary recovery on behalf of the Class and the FLSA Collective Members for the alleged violations, along with interest, costs, and fees.

Cascade expressly denies that it did anything wrong or that it violated the law, and further denies any liability whatsoever to Plaintiffs, the Class, or the FLSA Collective Members. The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Cascade. 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.

## **3. What is a Class Action and what is a Collective Action?**

The settlement that you are receiving notice about involves a class action and also a collective action. The following class action claims in the lawsuit for hourly, non-exempt employees who worked for Cascade in Washington between May 10, 2020 through July 29, 2024 are: (1) failure to pay overtime wages in violation of the Washington Minimum Wage Act ("WMWA"), Rev. Code Wash. Ch. 49.46; (2) failure to pay all "straight" time, or non-overtime, wages owed in violation of the Washington Wage Rebate Act ("WWRA"); and (3) failure to provide compliant meal breaks in violation of Wash. Admin. Code § 296-126-092 (the "Washington claims"). The following class action claims in the lawsuit for hourly, non-exempt employees who worked for Cascade in Oregon between May 10, 2017 through July 29, 2024 are: (1) failure to pay overtime in violation of ORS § 653.261 and OAR 839-020-0030; (2) failure to pay all wages owed under ORS §§ 652.120 and 653.0101; (3) unlawful deductions under ORS § 652.610; and (4) failure to provide compliant meal periods under OAR 839020-0050 (the "Oregon claims"). The settlement also includes additional claim for unpaid overtime wages under the federal law called the Fair Labor Standards Act (FLSA), and pertains to any hourly, non-exempt employees who worked for Cascade in any state in the three year period prior to the date of signing the FLSA Collective Consent Form described below. This group is what is referred to as a "collective action."

A “class action” and a “collective action” have different requirements for how you participate in or exclude yourself from the Settlement.

**If you wish to participate in the Class Action Settlement, you do not have to do anything. You will receive money under the Class Action Settlement by doing nothing.** If you want to be excluded from, and not bound by, the Class Action Settlement, then you must submit a Request for Exclusion in the manner and timeframe described in this Notice.

**If you also want to participate in the FLSA Collective Action Settlement, then you must opt-in by submitting the FLSA Collective Consent Form provided with this Notice, and you must do so within the timeframe described in this Notice.** Unlike with the Class Action Settlement, if you do not return your FLSA Collective Consent Form, then you will *not* receive money under the FLSA Collective Settlement.

In sum, for the Class Action Settlement, you don’t have to do anything to receive money from this settlement and to be bound by the release of class action claims. However, for the FLSA Collective Settlement, you must submit the FLSA Collective Consent Form to receive money from the FLSA Net Settlement Fund. If you don’t submit the FLSA Collective Consent Form, then you will not receive a Settlement Share from the FLSA Net Settlement Fund or be bound by the release of the FLSA claims.

#### **4. Am I a Class Member?**

You are a Class Member if you are a current or former hourly-paid, non-exempt employee of Cascade in Oregon at any time from May 10, 2017 through July 29, 2024 or in Washington at any time from May 10, 2020 through July 29, 2024 (the “Class Period”).

#### **5. Am I a Collective Member?**

You are an FLSA Collective Member if you are a current or former hourly-paid, non-exempt employee of Cascade in any state of the United States within the past three years, **and** if you sign and return an FLSA Collective Consent Form. In order to be included into the FLSA Collective, you must actively “opt-in.”

#### **6. What does the Settlement provide?**

The total maximum amount that Cascade will be required to pay under the Settlement is One Million One Hundred Thousand Dollars (\$1,100,000.00) (the “Gross Settlement Amount”). The following amounts will be deducted from the Gross Settlement Amount if approved by the Court: The FLSA Net Settlement Fund of \$100,000.00, the Class Representative Service Payments of up to \$15,000.00 in total, the Class Counsel Fees Payment of up to \$366,666.67 (one-third of the Gross Settlement Amount), the Class Counsel Litigation Expenses Payment up to \$11,780.00, and the Settlement Administration Expenses estimated at \$44,650.00. All of these payments are subject to Court approval. The amount remaining after making these deductions from the Gross Settlement Amount will be the Class Net Settlement Fund, estimated to be \$561,903.33.

#### **7. How much money will I get if I participate in the Settlement?**

Collectively, the payments you will receive from the Class Net Settlement and the FLSA Net Settlement Fund are referred to as your Settlement Share.

If you do not exclude yourself from (“opt-out” of) the Class Action Settlement, you will be a “Participating Class Member,” and you will receive a payment estimated to be \$<<Amount>> from the Class Net Settlement Fund. The Settlement Shares for each Participating Class Member will be calculated by (a) dividing the Class Net Settlement Fund by the total number of workweeks worked by all Participating Class Members during the Class Period and (b)

multiplying the result by each individual Participating Class Member's workweeks during the Class Period. Each workweek within the Class Period shall represent one share of the Participating Class Member's overall Settlement Shares. And the Participating Class Members' total number of workweeks within the Class Period shall determine the number of shares the Participating Class Member is set to receive in total. For example, if the Class Net Settlement Fund were \$500,000, and the total workweeks for the entire Participating Class Members were 10,000 workweeks, each share would be worth \$50 for every workweek within the Class Period. If a Participating Class Member worked 50 workweeks within the Class Period, they would receive 50 shares valued at \$50 per share, or a total of \$2,500 for that Participating Class Member's Settlement Shares.

If you are also an FLSA Collective Member and you complete and timely mail the FLSA Collective Consent Form, you will be an "Opt-in Plaintiff," and you will receive a payment estimated to be \$<<Amount>> from the FLSA Net Settlement Fund. The Settlement Share for each Opt-in Plaintiff will be calculated by (a) dividing the FLSA Net Settlement Fund by the total number of workweeks worked by all Opt-in Plaintiffs during the Collective Period and (b) multiplying the result by each individual Opt-in Plaintiff's workweeks worked during the Collective Period.

**Disputes as to Workweeks.** If you wish to dispute the workweeks allocated to you between May 10, 2017 (in Oregon) or May 10, 2020 (in Washington) through July 29, 2024, or in the three years prior to the date of your signature on the FLSA Collective Consent Form (in any state), you must submit your dispute in writing to the Settlement Administrator by no later than November 12, 2024. You must include documentation to support your calculations. All disputes about workweek calculations will be resolved by the Settlement Administrator.

**Tax Treatment of Settlement Shares.** Subject to approval by the Court, one-third (1/3) of each Settlement Share is in settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Subject to approval by the Court, one-third (1/3) of each Settlement Share is in settlement of claims for interest and one-third (1/3) of each Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively, the "Non-Wage Portion"). The Non-Wage Portion will not be subject to wage withholdings and will be reported on IRS Form 1099. Except as provided here, you will be responsible for paying all federal, state and local taxes associated with your Settlement Share.

**Uncashed Settlement Share Checks.** You must cash Settlement Share checks by no later than 180 days after mailing. If your Settlement Share check is returned to the Settlement Administrator within 120 days, the Settlement Administrator will make all reasonable efforts to re-mail it to you at your correct address. If your Settlement Share check is not cashed within 120 days, the Settlement Administrator will also send you an Expiration Notice informing you that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period described in the Expiration Notice, the funds from such uncashed checks will be redistributed as explained below.

**Redistribution of Uncashed Settlement Share Checks.** If the uncashed Settlement Share checks equal or exceed \$25,000, the Settlement Administrator shall make a second distribution of the uncashed funds on a pro rata basis to the Participating Class Members and Opt-in Plaintiffs who previously cashed their Settlement Share checks. In the event of such a redistribution, the additional settlement administration costs related to the redistribution will be deducted from the total amount of uncashed checks prior to the redistribution. If a check to a Participating Class Member or Opt-in Plaintiff is returned to the Settlement Administrator as undeliverable during the second distribution, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identifies address. If none is found, then said check shall be distributed *cy pres* to the Legal Foundation of Washington.

If the value of the uncashed Settlement Share checks is less than this \$25,000 threshold, the undistributed amount will be distributed *cy pres* to the Legal Foundation of Washington. The Participating Class Members and Opt-in Plaintiffs who did not cash their checks will remain bound by the Settlement.

## 8. How do I get my Settlement Share?

To receive a payment from the Class Action Settlement, you don't have to do anything. If the Court approves the Class Action Settlement, you will automatically become a Participating Class Member and receive a payment from the Class Net Settlement Fund.

The FLSA Collective Action is different than the Class Action. Federal law requires that you submit a written consent, or "opt-in," to the FLSA Collective Action in order to participate and receive a payment from the FLSA Net Settlement Fund. **To receive a payment from the FLSA Net Settlement Fund, you must complete the FLSA Collective Consent Form and mail it to the Settlement Administrator by no later than November 12, 2024.**

**9. Who are the attorneys representing the Class Members?**

The Court decided that the law firms of JOSEPHSON DUNLAP LLP, FRANK FREED SUBIT & THOMAS LLP, BRUCKNER BURCH PLLC, and ANDERSON ALEXANDER PLLC are qualified to represent you and all other Class Members and FLSA Collective Members simultaneously, and designated those firms as "Class Counsel" for purposes of the Settlement. Their contact information is listed below:

Michael A. Josephson  
Andrew W. Dunlap  
William M. Hogg  
**JOSEPHSON DUNLAP LLP**  
11 Greenway Plaza, Suite 3050  
Houston, Texas 77046  
Tel: (713) 352-1100  
Fax: (713) 352-3300  
Email: [info@mybackwages.com](mailto:info@mybackwages.com)

Richard J. (Rex) Burch  
**BRUCKNER BURCH PLLC**  
11 Greenway Plaza, Suite 3025  
Houston, Texas 77046  
Tel: (713) 877-8788  
Fax: (713) 877-8065  
Email: [frontdesk@brucknerburch.com](mailto:frontdesk@brucknerburch.com)

Michael C. Subit  
**FRANK FREED SUBIT & THOMAS LLP**  
705 Second Avenue, Suite 1200  
Seattle, Washington 98104  
Tel: (206) 624-6711

William C. (Clif) Alexander  
Austin W. Anderson  
**ANDERSON ALEXANDER PLLC**  
101 N. Shoreline Blvd., Suite 610  
Corpus Christi, Texas 78401  
Tel: (361) 452-1279

You do not need to hire your own attorney because Class Counsel is working on your behalf and are representing your interests. But, if you want your own attorney, you may hire one at your own cost.

**10. 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:** *Cascade will not retaliate against you in any way for either participating or not participating in this Settlement.*

<b>DO NOTHING</b>	<b>PLEASE PAY CLOSE ATTENTION, because doing nothing will have different consequences for you as it relates to the Settlement of the Class Action and the FLSA Collective Action.</b> For the Class Action, if you do nothing, you <b>will</b> receive money from the Class Net Settlement Fund and <b>will</b> be bound by the Release of Class Action Claims. For the FLSA Collective Action, if you do nothing, you will <b>not</b> receive money from the
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	FLSA Net Settlement Fund and will <b>not</b> be bound by the Release of FLSA Collective Action Claims.
<b>OPT-OUT</b>	If you do not want to participate as a member of the Class Action, then you may “opt-out” in the manner described in Section 11 below, “How do I opt out or exclude myself from the Class Action Settlement?”, which will remove you from the Class Action. If the Court grants final approval of the settlement, you will <b>not</b> receive a Settlement Share and you will <b>not</b> give up the right to sue Cascade and the Released Parties for the Release of Claims by Participating Class Members as defined in Section 13 below.
<b>OPT-IN</b>	<b>Participate in the FLSA Collective Net Settlement Fund by Opting In.</b> If you want to participate in the FLSA Collective Net Settlement Fund and receive a Settlement Share under the FLSA Collective Action Settlement, then you must timely complete and mail the FLSA Collective Consent Form to the Settlement Administrator as described in Section 8 above.
<b>OBJECT</b>	You may file a legal objection to any aspect of the proposed settlement, including the amount of fees requested by Class Counsel. You can object to the Class Action Settlement and/or the FLSA Collective Action Settlement. If you want to object to the Class Action Settlement, then you must not opt out of the Class Action Settlement. And if you want to object to the FLSA Collective Action Settlement, then you must opt-in by timely submitting an FLSA Collective Consent Form.

The procedures for opting-out of the Class Action or objecting to either or both the Class Action Settlement and FLSA Collective Action Settlement are set forth below in Section 11, “How do I opt out or exclude myself from the Class Action Settlement?” and Section 12, “How do I object to the Settlement?”.

#### **11. How do I opt out or exclude myself from the Class Action Settlement?**

If you do not want to take part in the Class Action Settlement, you must individually sign and mail a written Request for Exclusion to the Settlement Administrator at *Kastel, et al v. Cascade Living Group Management, LLC*, P.O. Box 26170 Santa Ana, CA 92799. The Request for Exclusion must be postmarked by November 12, 2024, must be legible, and must actually be received by the Settlement Administrator to be effective.

If you submit a valid Request for Exclusion, you will not receive a Settlement Share, and you will not be bound by the Settlement and the Final Judgment entered by the Court. You also will not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement. The Court’s entry of the Final Judgment, following Final Approval of the Settlement, will be binding on all Class Members who do not request exclusion from the Settlement.

#### **12. How do I object to the Settlement?**

If you wish to object to the Settlement or any aspect of it, including Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or the Class Representative Service Payment, you may do so, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator with copies to Class Counsel and postmarked no later than November 12, 2024. Objections must set forth the factual and legal grounds for the objection. If you make a timely objection, you are entitled, but not required, to be heard regarding your objection at the final approval hearing either by you personally appearing or by your own attorney appearing for you.

If you do not submit a timely objection, you will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, unless otherwise excused by the Court upon a showing of good cause. If you file a valid Request for Exclusion as provided in Section 11 above, you will have no ability to comment on or object to the Settlement.

### 13. How does the Settlement affect my rights?

If the proposed Settlement is finally approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of, or exclude themselves from, the Settlement will be bound by the Court's Final Judgment and will release Cascade and the Released Parties<sup>1</sup> from the Release of Claims by Participating Class Members. The Release of Claims by Participating Class Members provides as follows:

**Release of Class Claims by Participating Class Members.** As of the Effective Date, Plaintiffs and Participating Class Members shall fully and finally release and discharge Defendants and the Released Parties from any and all state or local claims, obligations, demands, rights, actions, causes of action and liabilities, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including claims for unpaid overtime wages, unpaid wages, minimum wage violations, meal period violations, rest period violations, rounding violations, off the clock work, sick pay, vacation pay, and other PTO pay violations, non-compliant wage statements, reimbursement violations, wrongful deductions, failure to pay wages at termination, and any other wage and hour violation, including for restitution, penalties, interest, liquidated damages, double damages, treble damages, exemplary damages, attorneys' fees, costs, disbursements and expenses.

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court.

All Opt-in Plaintiffs will be bound by the Court's Final Judgment and will also release Released Parties from the Release of Claims by Opt-in Plaintiffs, which is an additional release to the Release of Claims by Participating Class Members discussed above. The Release of Claims by Opt-in Plaintiffs provides as follows:

**Release of Claims by Opt-in Plaintiffs.** As of the Effective Date, Opt-in Plaintiffs shall fully and finally release and discharge Defendants and the Released Parties from all FLSA claims, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint.

The Effective Date is the date the Settlement is approved by the Court and the Final Judgment becomes final as defined in the Settlement Agreement.

### 14. How will the attorneys for the Class and FLSA Collective be paid?

The attorneys for the Class and FLSA Collective will be paid from the Gross Settlement Fund. Subject to Court approval, Class Counsel shall be paid an amount not to exceed one-third (1/3) of the Gross Settlement Fund (\$366,666.67) in fees, and up to \$11,780.00 in litigation costs. The Plaintiffs will also be paid, subject to Court approval, an amount not to exceed \$7,500 each, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

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<sup>1</sup> "Released Parties" means Cascade Living Group Management, LLC, as well as its board of directors, its officers, managers, and agents.

## 15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing (also called a fairness hearing) to decide whether to finally approve the Settlement. The hearing will be on January 7, 2025, in Courtroom 16229, at the United States District Court for the Western District of Washington, which is located at 700 Stewart Street, Suite 14206, Seattle, Washington 98101. The hearing may be moved to a different date or time without additional notice.

At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If you have filed a timely objection, the Court will consider it, and you may choose to speak at the hearing. The Court will decide how much to pay (1) the Settlement Administrator for settlement administration costs, (2) the Plaintiffs for their role as the Class Representatives, and (3) Class Counsel for attorneys' fees and costs. After the hearing, the Court will decide whether to approve the settlement. We do not know how long the Court's decision will take.

You do not need to go to the hearing. Class Counsel and Cascade's lawyers will answer any questions the Court may have about the terms of the Settlement and how it was reached. But you are welcome to come at your own expense. If you send an objection, you don't have to go to court to talk about it. As long as mailed your objection on time, the Court will consider it. If you have filed a timely objection, you may pay another lawyer at your own expense to attend the hearing and appear on your behalf, but it is not required.

## 16. How do I get more information?

**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 *Kastel v. Cascade Living Group Management, LLC* Class and Collective Action Settlement.

Settlement Administrator information:

Telephone: (844) 804-5031

Website: [www.CascadeLivingSettlement.com](http://www.CascadeLivingSettlement.com)

This Notice, which has been approved by the Court, is only a summary. A more detailed Settlement Agreement contains the complete terms of the Settlement, and is on file with the Court where it is available for your review. For more detailed information, you may refer to the underlying documents and papers on file with the Court located at 700 Stewart Street, Suite 2310, Seattle, Washington 98101, operating hours from 7:00 a.m. to 5:00 p.m., Monday through Friday. You may also ask for a free copy from Class Counsel.

**PLEASE DO NOT CALL THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.**