

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
2 CAROLINE TAHMASSIAN (SBN 285680)
caroline@spivaklaw.com
3 SARA BROWN (SBN 325763)
sara@spivaklaw.com
4 THE SPIVAK LAW FIRM
5 8605 Santa Monica Bl
PMB 42554
6 West Hollywood, CA 90069
7 Telephone: (213) 725-9094
Facsimile: (213) 634-2485

8 Attorneys for Plaintiff(s),
9 TINA CALDERON, and all others similarly situated
10 (Additional attorneys for parties on following page)

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF STANISLAUS**

13 **(UNLIMITED JURISDICTION)**

14 TINA CALDERON, as an "aggrieved employee"
15 on behalf of herself and other "aggrieved
employees" under the Labor Code Private
16 Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 DAVIS GUEST HOME, INC., a California
20 corporation; LONNY GENE DAVIS, and
individual; and DOES 1-50, inclusive,

21 *Defendant(s).*
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Case No. CV-20-001500

PAGA SETTLEMENT AGREEMENT

Action 3/5/2020

filed:

Dept: 21 The Honorable John R.
Mayne

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
4276 Katella Ave
Suite 301
Los Alamitos, CA 90720
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

ATTORNEYS FOR DEFENDANT(S)

SAT SANG KHALSA (SBN 256130)
skhalsa@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery St, Ste 2000
San Francisco, CA 94111-3367
Telephone: (213) 270-7841
Facsimile: Fax: (213) 680-4470

Attorneys for Defendant(s),
DAVIS GUEST HOME, INC. and LONNY GENE DAVIS

1 Subject to Court approval by the Superior Court for the State of California, County of
2 Stanislaus ("Court"), Plaintiff Tina Calderon ("Plaintiff") and Defendants Davis Guest Home,
3 Inc. and Lonny Gene Davis (collectively "Defendants") (collectively, Plaintiff and Defendants
4 are the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement
5 Agreement" or "Agreement") of the PAGA claims in the action entitled *Tina Calderon v. Davis
6 Guest Home, Inc.*, Stanislaus County Superior Court, case no. CV-20-001500 (the "Action").

7
8 **PAGA MEMBERS BY THE SETTLEMENT**

9 1. **PAGA Members:** All current or former non-exempt employees who worked for
10 Defendant Davis Guest Home, Inc. in the State of California from February 27, 2019 to January
11 31, 2022.

12 2. **PAGA Period:** February 27, 2019 through January 31, 2022 (the "PAGA
13 Period").

14 3. **Effective Date:** The effective date ("Effective Date") of this Agreement shall be
15 the last to occur of the following that apply: (a) if no objections to the Settlement are filed, the
16 date the Court approves the Settlement; (b) if there are objections filed, but no appeal is taken on
17 the Court's order approving the Settlement, sixty-five (65) calendar days after the date of entry
18 of an order and judgment approving this Settlement; (c) if there are intervenors to the Action,
19 and if an appeal, review or writ is not sought from the order granting approval of the settlement,
20 then upon the expiration date of the time for the filing or noticing of any appeal from, or other
21 challenge to, the judgment; or (d) if an appeal, review or writ is sought from the judgment, thirty
22 (30) calendar days after the judgment is affirmed or the appeal, review or writ is dismissed or
23 denied, and the judgment is no longer subject to further judicial review. Prior to the Effective
24 Date of the Settlement, Defendants will not be required to fund the Settlement, in whole or in
25 part, through the Settlement Administrator or any third party. If PAGA Counsel were to appeal
26 a ruling with respect to fees or costs, such appeal shall not affect the Effective Date and the
27 Settlement Administrator shall reserve such funds sufficient to cover the dispute. Any subsequent
28 distribution shall be at PAGA Counsel's expense. If the Effective Date falls on a holiday or
weekend, the Effective Date shall be the next calendar day.

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1 Agreement based on such representations. In the event it is determined that the actual number of
2 pay periods exceeds 14,000 by more than 10 percent and at Plaintiff's option, the Parties shall
3 agree to engage in a good faith effort to renegotiate the Gross Settlement Amount. If the
4 renegotiation is unsuccessful, Plaintiff has the right to declare the settlement null and void.

5 6. **Distribution of the Net Settlement Amount.** The Net Settlement Amount shall
6 be designated as PAGA penalties in full satisfaction of all claims for PAGA civil penalties under
7 the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to
8 have been violated in or reasonably related to the operative Complaint with respect to PAGA
9 Members, allocated between the LWDA and the PAGA Members pursuant to Labor Code
10 Section 2699(i) with 75.0% paid to the LWDA and 25.0% paid to the PAGA Members on a pro-
11 rata basis ("PAGA Penalties Fund"). The 25.0% of the Net Settlement Amount will be paid to
12 all PAGA Members according to the following formula: Settlement Payment to each PAGA
13 Member = \$[25.0% of Net Settlement Amount] × [Pay Periods Worked by Individual PAGA
14 Member During PAGA Period ÷ Total Pay Periods Worked by All PAGA Members during
15 PAGA Period].

16 7. **Settlement Administration.** Settlement Administrator ILYM Group, Inc., or as
17 otherwise agreed to by the Parties and approved by the Court, will administer this Settlement and
18 will be responsible for issuing payments and appropriate tax forms to PAGA Members, the
19 LWDA, Plaintiff, and PAGA Counsel. The estimate of costs of administration for the
20 disbursement of the PAGA Penalties Fund is no more than \$10,000.00. If less than \$10,000.00
21 is spent on the Settlement Administrator, the unused funds will be re-allocated to the Net
22 Settlement Amount.

23 8. **Court Approval of the Settlement and Distribution of Settlement Payments.**
24 The Parties will present this Settlement Agreement to the Court and will request that the Court
25 issue a Court Approval Order and Judgment approving and incorporating by reference the terms
26 and conditions of the Settlement Agreement (the "Court Approval Order and Judgment"),
27 dismissing the Action with prejudice, and entering judgment. The Parties shall submit this
28 Settlement Agreement for the Court's approval by a motion which Plaintiff will undertake that
responsibility.

1 9. **Notice to LWDA.** Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall
2 submit to the LWDA a copy of this Settlement Agreement and all supporting approval documents
3 at the same time that Plaintiff submits it to the Court for approval.

4 10. **Funding of the Settlement.** Within thirty (30) calendar days after the Effective
5 Date and notice by the Court or Plaintiff that the Action has been dismissed with prejudice,
6 Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator, who
7 shall issue payment to PAGA Counsel and Plaintiff within twenty (20) calendar days of receipt
8 of the Gross Settlement Amount. Within ten (10) calendar days after the Effective Date,
9 Defendants shall provide the Settlement Administrator with a list of all PAGA Members with
10 each listed employee's full name, hiring, and, if applicable, termination dates in connection with
11 the employee's employment with Defendants during the PAGA Period, last known mailing
12 address, and social security number. Within twenty (20) calendar days of receipt of the list of all
13 PAGA Members, the Settlement Administrator shall run all the addresses of PAGA Members
14 through the United States Postal Service NCOA database to obtain current address information,
15 and issue payments to (a) PAGA Members; (b) the LWDA; and (c) itself. The Settlement
16 Administrator will skip-trace return mail and re-mail within five (5) calendar days. The
17 Settlement Administrator will issue the appropriate tax forms for all payments issued under this
18 Settlement. If the Effective Date falls on a holiday or weekend, the Effective Date shall be the
19 next calendar day.

20 11. **Settlement Payments to PAGA Members:** The Settlement Administrator will
21 issue each PAGA Member a check for his or her share of the Net Settlement Amount along with
22 an explanatory letter in the form attached as Exhibit A. Checks will remain negotiable for one
23 hundred eighty (180) days. Any checks returned as non-deliverable on or before the check
24 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
25 affixed thereto. Funds represented by settlement checks returned as undeliverable and those
26 settlement checks remaining un-cashed for more than 180 days after issuance shall be paid to the
27 California State Controller's Office Unclaimed Property Fund with an identification of the
28 amount of unclaimed funds attributable to each PAGA Member. The Parties do not bear any
liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of
checks. Unless responsible by its own acts of omission or commission, the same is true for the

1 Settlement Administrator. All settlement payments to PAGA Members will be treated as
2 miscellaneous income for which an IRS Form 1099 will be issued by the Settlement
3 Administrator if required by law.

4 12. **Release of Plaintiff's Individual Claims:** Plaintiff acknowledges the existence
5 of and, with respect to the release given in Paragraph 12 herein, expressly waives and relinquishes
6 any and all rights and benefits Plaintiff has or may have under California Civil Code, Section
7 1542, which provides:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
9 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
10 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
11 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
12 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11 Plaintiff acknowledges that she may hereafter discover facts different from or in addition to those
12 which she or her attorneys now know or believe to be true with respect to the matters released in
13 this settlement, and agrees that the release so given in Paragraph 12, shall be and remain in effect
14 as a full and complete release of all claims, notwithstanding any such different or additional facts.

15 13. **Settled and Released PAGA Claims.** As of and subject to the occurrence of the
16 Effective Date, and in consideration for the Gross Settlement Amount, the claims settled, fully
17 released and forever discharged by the LWDA and the PAGA Members, including Plaintiff,
18 constitute any and all claims for civil penalties Plaintiff, the PAGA Members, and the State of
19 California may have against the Released Parties under the California Labor Code, Wage Orders,
20 regulations, and/or any other provisions of state and federal law arising from allegations that the
21 PAGA Members suffered Labor Code violations based on , and any other Labor Code violations
22 that were alleged in the Action, or that could have been alleged in the Action based on the facts
23 alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code
24 sections , and 2698 *et seq.* ("PAGA Released Claims"). The "Released Parties" are Lonny Gene
25 Davis and Davis Guest Home, Inc. and their present and former parent companies, subsidiaries,
26 divisions, concepts, related or affiliated companies, and their shareholders, officers, directors,
27 employees, agents, attorneys, insurers, successors and assigns, and all persons acting by or
28 through or in concert with any of them, and each of them (hereinafter "Released Parties").

1 14. **No Credit Toward Benefit Plans.** Payments to PAGA Members as referenced
2 herein will not be utilized to calculate any additional benefits under any benefit plans to which
3 any PAGA Member may be eligible, including, but not limited to profit-sharing plans, bonus
4 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
5 other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
6 affect any rights, contributions, or amounts to which any PAGA Member may be entitled under
7 any benefit plans.

8 15. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
9 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
10 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
11 demand, action, cause of action or right herein released and discharged.

12 16. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not
13 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any
14 other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
15 will be null and void, and the Parties will be returned to their original respective positions.

16 17. **Continued Jurisdiction.** After entry of the Court Approval Order and Judgment,
17 the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6
18 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
19 Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval matters as
20 may be appropriate under court rules or as set forth in this Settlement.

21 18. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the
22 Parties' settlement terms regarding the Action. No other prior or contemporaneous written or oral
23 agreements may be deemed binding on the Parties.

24 19. **Amendment or Modification.** This Settlement Agreement may be amended or
25 modified only by a written instrument, signed by either all the Parties or their successors-in-
26 interest or counsel for all Parties.

27 20. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
28 warrant and represent they are expressly authorized by the Parties whom they represent to

1 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
2 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
3 execute any other documents required to effectuate the terms of this Settlement Agreement. The
4 Parties and their counsel will cooperate with each other and use their best efforts to effect the
5 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
6 content of any document needed to implement the Settlement, or on any supplemental provisions
7 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
assistance of the Court to resolve such disagreement.

8 21. **Binding on Successors and Assigns.** This Settlement Agreement will be binding
9 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
10 defined.

11 22. **California Law Governs.** All terms of this Settlement Agreement and Exhibit(s)
12 hereto will be governed by and interpreted according to the laws of the State of California.

13 23. **Execution and Counterparts.** This Settlement Agreement is subject only to the
14 execution of all Parties. However, the Settlement Agreement may be executed in one or more
15 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
16 of the signature page, will be deemed to be one and the same instrument.

17 24. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties
18 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
19 and have arrived at this Settlement after arm's-length negotiations by experienced counsel before
20 Francis J. "Tripper" Ortman, an experienced and well-respected mediator who focuses on
21 mediation of employment matters involving alleged wage and hour violations. The Parties further
22 acknowledge that they are each represented by competent counsel and that they have had an
23 opportunity to consult with their counsel regarding the fairness and reasonableness of this
24 Settlement.

25 25. **Denial of Liability.** The Parties expressly recognize that the making of this
26 Settlement Agreement does not in any way constitute an admission or concession of wrongdoing
27 on the part of Defendants, the Released Parties, or Plaintiff. Nothing in this Settlement, nor any
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1 action taken in implementation thereof, nor any statements, discussions or communications, nor
2 any materials prepared, exchanged, issued or used during the course of this Action, is intended
3 by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible
4 in any way in any other judicial, arbitral, administrative, investigative or other forum or
5 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,
6 regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding
7 the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as
8 its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or
judgments of the Court entered into in connection therewith.

9 26. **Invalidity of Any Provision**. Before declaring any provision of this Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
11 extent possible consistent with applicable precedents so as to define all provisions of this
12 Settlement Agreement valid and enforceable. If any provision of this Settlement Agreement or
13 the application thereof is held invalid, the invalidity shall not affect other provisions or
14 applications of this Settlement Agreement which can be given effect without the invalid
15 provisions or application and, to this end, the provisions of this Settlement Agreement are
16 declared to be severable. Notwithstanding the foregoing, no portion of any release contained
17 herein may be deemed severed or deleted from this Agreement, except upon waiver in writing
by the applicable party.

18 27. **Captions**. The captions and section numbers in this Settlement Agreement are
19 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
20 or intent of the provisions of this Settlement Agreement.

21 28. **Waiver**. No waiver of any condition or covenant contained in this Settlement
22 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
23 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
24 right or remedy.

25 29. **Enforcement Action**. In the event that one or more of the Parties institutes any
26 legal action or other proceeding against any other Party or Parties to enforce the provisions of
27 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
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1 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
2 fees and costs, including expert witness fees incurred in connection with any enforcement
3 actions.

4 30. **Mutual Preparation**. The Parties have had a full opportunity to negotiate the
5 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will
6 not be construed more strictly against one party than another merely by virtue of the fact that it
7 may have been prepared by counsel for one of the Parties, it being recognized that, because of
8 the arms-length negotiations between the Parties, all Parties have contributed to the preparation
9 of this Settlement Agreement.

10 31. **Representation By Counsel**. The Parties acknowledge that they have been
11 represented by counsel throughout all negotiations that preceded the execution of this Settlement
12 Agreement, and that this Settlement Agreement has been executed with the consent and advice
13 of counsel, and reviewed in full.

14 32. **Cooperation and Execution of Necessary Documents**. All Parties will
15 cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate
16 the terms of this Settlement Agreement.

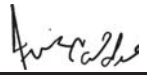
17 33. **Binding Agreement**. The Parties warrant that they understand and have full
18 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
19 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
20 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
21 provisions that otherwise might apply under federal or state law.

22 34. **Confidentiality**. The Parties and their counsel agree that they will not issue any
23 press releases, initiate any contact with the press, respond to any press inquiry or have any
24 communication with the press about the fact, amount or terms of the Settlement. PAGA Counsel
25 may respond to press inquiries by stating the matter has been resolved and refer the press to court
26 filings. In addition, PAGA Counsel agree that they will not engage in any advertising or distribute
27 any marketing materials specifying any material terms specifically relating to the Settlement of
28 this case, including but not limited to any postings on any websites maintained by PAGA

Counsel. Any communication about the Settlement to PAGA Members will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming notice letter in the form attached hereto as Exhibit A. Plaintiff is prohibited from discussing the terms or the fact of this PAGA Settlement with third parties other than (1) her immediate family members, and (2) her respective accountants or lawyers as necessary for tax purposes. Nothing herein shall restrict PAGA Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

04 / 11 / 2022

DATE


Tina Calderon, Plaintiff

DATE

Lonny Gene Davis for himself and
Defendant Davis Guest Home, Inc.

APPROVED AS TO FORM

THE SPIVAK LAW FIRM

DATE

David Spivak for Plaintiff(s) Tina Calderon

UNITED EMPLOYEES LAW GROUP

DATE

Walter L. Haines for Plaintiff Tina Calderon

**GORDON REES SCULLY
MANSUKHANI, LLP**

DATE

Sat Sang Khalsa for Defendants Davis Guest
Home, Inc. and Lonny Gene Davis

Counsel. Any communication about the Settlement to PAGA Members will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming notice letter in the form attached hereto as Exhibit A. Plaintiff is prohibited from discussing the terms or the fact of this PAGA Settlement with third parties other than (1) her immediate family members, and (2) her respective accountants or lawyers as necessary for tax purposes. Nothing herein shall restrict PAGA Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

DATE

Tina Calderon, Plaintiff

DATE

Lonny Gene Davis for himself and
Defendant Davis Guest Home, Inc.

APPROVED AS TO FORM

THE SPIVAK LAW FIRM

04 / 12 / 2022



DATE

David Spivak for Plaintiff(s) Tina Calderon

UNITED EMPLOYEES LAW GROUP

DATE

Walter L. Haines for Plaintiff Tina Calderon

**GORDON REES SCULLY
MANSUKHANI, LLP**

DATE

Sat Sang Khalsa for Defendants Davis Guest
Home, Inc. and Lonny Gene Davis

Counsel. Any communication about the Settlement to PAGA Members will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming notice letter in the form attached hereto as Exhibit A. Plaintiff is prohibited from discussing the terms or the fact of this PAGA Settlement with third parties other than (1) her immediate family members, and (2) her respective accountants or lawyers as necessary for tax purposes. Nothing herein shall restrict PAGA Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

DATE

Tina Calderon, Plaintiff

DATE

Lonny Gene Davis for himself and
Defendant Davis Guest Home, Inc.

APPROVED AS TO FORM

THE SPIVAK LAW FIRM

DATE

David Spivak for Plaintiff(s) Tina Calderon

UNITED EMPLOYEES LAW GROUP

April 12, 2022

DATE


Walter L. Haines for Plaintiff Tina Calderon

**GORDON REES SCULLY
MANSUKHANI, LLP**

DATE

Sat Sang Khalsa for Defendants Davis Guest
Home, Inc. and Lonny Gene Davis

Counsel. Any communication about the Settlement to PAGA Members will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming notice letter in the form attached hereto as Exhibit A. Plaintiff is prohibited from discussing the terms or the fact of this PAGA Settlement with third parties other than (1) her immediate family members, and (2) her respective accountants or lawyers as necessary for tax purposes. Nothing herein shall restrict PAGA Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

DATE

Tina Calderon, Plaintiff

4/8/2022

DATE

Lonny Gene Davis for himself and
Defendant Davis Guest Home, Inc.

APPROVED AS TO FORM

THE SPIVAK LAW FIRM

DATE

David Spivak for Plaintiff(s) Tina Calderon

UNITED EMPLOYEES LAW GROUP

DATE

Walter L. Haines for Plaintiff Tina Calderon

**GORDON REES SCULLY
MANSUKHANI, LLP**

April 8, 2022

DATE

Sat Sang Khalsa for Defendants Davis Guest
Home, Inc. and Lonny Gene Davis

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EXHIBIT A

1 **NOTICE OF PAGA SETTLEMENT**

2 *Tina Calderon v. Davis Guest Home, Inc.*
3 *(Superior Court of California, Stanislaus County*
4 *Case No. CV-20-001500*

4 <<ILYM Group, Inc.>>

5 []

5 []

6 Telephone: []

7 «Barcode» «BarcodeString»

8 SIMID «SIMID»

8 «FirstName»

9 «LastName»

9 «Address1» «Address2»

10 «City» «State» «Zip»

11 You are receiving this notice as a result of a lawsuit brought on a representative basis
12 under the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA") ("the Action").
13 The plaintiff in the Action is Tina Calderon ("Plaintiff") and the defendants are Davis Guest
14 Home, Inc. and Lonny Gene Davis ("Defendants"). The Action seek civil penalties for purported
15 violations of the California Labor Code on behalf of all Defendants' current and former
16 California non-exempt employees ("PAGA Members") who Defendants employed during the
17 PAGA Period of February 27, 2019 through January 31, 2022. Defendants deny all claims and
18 allegations in the Action, deny that they owe any penalties, and assert that they have fully
19 complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time
20 in defending the Action, Defendants have settled the case and the Court has approved the
21 settlement and release of claims. By settling the Action, Defendants are not admitting that they
22 have done anything wrong. As of and subject to the occurrence of the Effective Date of the
23 Settlement, the Settlement resolves, and in consideration for the Gross Settlement Amount, the
24 claims settled, fully released and forever discharged by the LWDA and the PAGA Members,
25 including Plaintiff, constitute any and all claims for civil penalties Plaintiff, the PAGA Members,
26 and the State of California may have against the Released Parties under the California Labor
27 Code, Wage Orders, regulations, and/or any other provisions of state and federal law arising from
28 allegations that the PAGA Members suffered Labor Code violations based on , and any other
Labor Code violations that were alleged in the Action, or that could have been alleged in the
Action based on the facts alleged in the Action, which includes, but is not limited to, alleged
violations of Labor Code sections , and 2698 et seq. ("PAGA Released Claims"). The "Released
Parties" are Davis Guest Home, Inc. and Lonny Gene Davis and their present and former parent
companies, subsidiaries, divisions, concepts, related or affiliated companies, and their
shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns,
and all persons acting by or through or in concert with any of them, and each of them (hereinafter
"Released Parties").

27 By Order dated <<court approval order date>>, the Superior Court of the State of
28 California, Stanislaus County approved the Settlement of the PAGA claims.

1 According to the Defendants' records, you are an PAGA Member and therefore entitled
2 to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice
3 is your check for your share. The settlement check shall remain valid for 180 days. Thereafter,
4 all uncashed checks shall be distributed to California State Controller's Office Unclaimed
Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA
Member.

5 Please Note: One hundred percent (100%) of your individual PAGA payment under this
6 Settlement will be considered penalties and may be subject to local, state, or federal tax
7 withholdings and will be reported to the IRS and state tax authorities. You should rely on your
8 own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff
9 nor Defendants have made any representations or warranties regarding the taxation of your
individual PAGA payment. Nothing within this notice or any other communication shall
constitute or be construed or relied upon as tax advice within the meaning of United States
Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate
tax forms pertaining to your payment.

10 Do not call or write the Court or Office of the Clerk to ask questions about the settlement
11 or to ask questions about the claims process. If you have any questions, you may call or write to
12 ILYM Group, Inc. (the Settlement Administrator) using the contact information at the top of this
correspondence.