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other persons similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

ANGELICA ENRIQUEZ, an individual, on
behalf of herself and on behalf of other
persons similarly situated,

Plaintiff,

vs.

SALWAN PROPERTY MANAGEMENT &
INVESTMENTS, a California business of
form unknown; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. RG20082869

CLASS ACTION

[Assigned for all purposes to Hon. Brad
Seligman, Dept. 23]

**AMENDED STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint filed: December 15, 2020
Trial date: None set

1 IT IS HEREBY STIPULATED, by and between plaintiff Angelica Enriquez, individually
2 and on behalf of all others similarly situated, on the one hand, and defendants Salwan Property
3 Management & Investments and R S Properties, on the other hand, and subject to the approval of
4 the Court, that the claims alleged in the Action are hereby compromised and settled pursuant to
5 the terms and conditions set forth in this Stipulation of Class Action Settlement (“Stipulation”)
6 and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the
7 Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which
8 by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the putative class action entitled *Enriquez v. Salwan Property*
11 *Management & Investments, et al.*, Alameda County Superior Court Case No. RG20082869.

12 2. “Aggrieved Employees” means all persons employed by Defendants as non-
13 exempt employees in California at any time during the PAGA Period.

14 3. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Olivia Green of
15 Matern Law Group, PC.

16 4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of this Action (not to exceed one-third of the Maximum Settlement
18 Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this
19 Action.

20 5. “Class Information” means information regarding Class Members that Defendants
21 shall in good faith compile from their records and shall be authorized by the Court to transmit in a
22 secured manner to the Settlement Administrator. Class Information shall be transmitted in
23 electronic form and shall include each Class Member’s full name; last known address; Social
24 Security number; and total number of Compensable Workweeks.

25 6. “Class Members” means all persons employed by Defendants as non-exempt
26 employees in California at any time during the Class Period.

27 7. “Class Notice” means the Notice of Class Action Settlement, substantially in the
28 form attached hereto as **Exhibit 1**, which shall be subject to Court approval and which the

1 Settlement Administrator shall mail to each Class Member explaining the terms of this Stipulation
2 and the Settlement.

3 8. "Class Period" means the period from December 15, 2016, through March 28,
4 2023.

5 9. "Class Representative Service Award" means the amount the Court authorizes to
6 be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in recognition of
7 Plaintiff's effort and risk in prosecuting the Action.

8 10. "Compensable Workweeks" means the total number of weeks during which a
9 Class Member or Aggrieved Employee performed work as a non-exempt employee of Defendants
10 in California during the Class Period and/or PAGA Period, based on Defendants' records, and
11 which shall be used to calculate Individual Settlement Payments.

12 11. "Defendants" means defendants Salwan Property Management & Investments
13 ("SPMI") and R S Properties.

14 12. "Defense Counsel" means Bruce Prescott and Daphne Lin of Trump Alioto Trump
15 & Prescott, LLP.

16 13. "Effective Date" means the latter of: (a) if there are no objections to the
17 Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections
18 to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first
19 (61st) day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is
20 sought from the Judgment, the date upon which all appellate and/or other proceedings resulting
21 from the appeal, review or writ have been finally terminated in such a manner as to permit the
22 Judgment to take effect in substantially the form described herein.

23 14. "Employer Taxes" means Defendants' portions of payroll taxes, including but not
24 limited to taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax
25 Act, and/or any similar state taxes and contributions required of employers, on the portion of the
26 Individual Settlement Payments that constitutes wages. The Employer Taxes will be submitted
27 by Defendants to the Settlement Administrator in addition to the Maximum Settlement Amount.
28

1 15. “Final Approval Hearing” means the hearing to be conducted by the Court after
2 the filing of an appropriate motion by Plaintiff and following appropriate notice to Class
3 Members giving Class Members an opportunity to request exclusion from the class and
4 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
5 finally approve the Settlement, enter the Judgment, and take other appropriate action.

6 16. “Individual Settlement Payment” means the amount payable from the Net
7 Settlement Amount to each Participating Class Member and Aggrieved Employee.

8 17. “Information Sheet” means the form that shall be prepared by the Settlement
9 Administrator and sent to each Class Member that sets forth the total number of Compensable
10 Workweeks and the estimated Individual Settlement Payment for the Class Member, substantially
11 in the form attached hereto as **Exhibit 2**.

12 18. “Judgment” means the judgment to be entered by the Court upon granting final
13 approval of the Settlement and this Stipulation as binding upon the Parties, Participating Class
14 Members, and Aggrieved Employees.

15 19. “LWDA” means the California Labor and Workforce Development Agency.

16 20. “LWDA Payment” means the portion of the PAGA Payment payable to the
17 LWDA.

18 21. “Maximum Settlement Amount” means the maximum amount Defendants shall
19 have to pay in connection with this Settlement, by way of a common fund, which shall be
20 inclusive of all Individual Settlement Payments to Participating Class Members, the Class
21 Counsel Award, the Class Representative Service Award, Settlement Administration Costs, and
22 the LWDA Payment. Subject to Court approval and the terms of this Stipulation, the Maximum
23 Settlement Amount that Defendants shall be required to pay is One Hundred Fifty Thousand
24 Dollars (\$150,000.00).

25 22. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class
26 Counsel Award, the Class Representative Service Award, Settlement Administration Costs, and
27 the LWDA Payment.

28

23. “Notice of Objection” means a Class Member’s written objection to the Settlement.

24. “Notice Packet” means the packet of documents which shall be mailed to all Class Members by the Settlement Administrator, including the Class Notice and Information Sheet.

25. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

26. “PAGA Payment” means the amount payable from the Maximum Settlement Amount to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

27. “PAGA Period” means the period from October 11, 2019, through March 28, 2023.

28. “Participating Class Members” means Plaintiff and all other Class Members who do not submit a valid and timely Request for Exclusion.

29. “Parties” means Plaintiff and Defendants.

30. “Plaintiff” means plaintiff Angelica Enriquez.

31. “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation, among other things.

32. “Released Parties” means Defendants and their present or former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their officers, directors, partners, shareholders, attorneys and agents, and any other successors, assigns, or legal representatives.

33. “Request for Exclusion” means a written request by a Class Member to opt out of, or exclude oneself from, the class and Settlement.

34. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice Packets to Class Members and the last date on which Class

Members may submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of Compensable Workweeks stated on their respective Information Sheet.

35. “Settlement” means the final and complete disposition of the Action pursuant to this Stipulation.

36. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, and the LWDA Payment; (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

37. “Settlement Administrator” means Phoenix Class Action Administration Solutions or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement.

RECITALS

38. Procedural History. On December 15, 2020, Plaintiff filed this wage and hour class action lawsuit against SPMI in Alameda County Superior Court alleging causes of action for: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under PAGA, as a representative action. On March 1, 2022, Plaintiff filed a First Amended Complaint (“FAC”)

1 naming R S Properties as an additional defendant. Defendants filed an answer to Plaintiff's FAC
2 on May 10, 2022.

3 39. On October 28, 2021, the Parties participated in a private mediation session with
4 mediator Justice Steven M. Vartabedian (Ret.), but were unable to reach a resolution.

5 40. Following the mediation, the Parties resumed formal written discovery.

6 41. After completing some additional written discovery, the Parties engaged in direct
7 settlement negotiations. On September 29, 2022, the Parties reached an agreement that, if finally
8 approved by the Court, will resolve the Action in its entirety.

9 42. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
10 Counsel recognize the expense and length of continued proceedings necessary to litigate
11 Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has
12 taken into account the uncertainty and risks of the outcome of further litigation, and the
13 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
14 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
15 generally and in response to Defendants' defenses thereto, and the difficulties in establishing
16 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
17 also have taken into account Defendants' agreement to enter into a settlement that confers
18 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
19 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
20 reasonable and is in the best interests of all Class Members.

21 43. Defendants' Reasons for Settlement. Defendants have concluded that any further
22 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
23 Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall
24 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendants have also
25 taken into account the risks of further litigation in reaching their decision to enter into this
26 Settlement. Even though Defendants contend that they are not liable for any of the claims alleged
27 by Plaintiff in the Action, that it may be unlikely that a class can be certified, and that Plaintiff is
28 not an adequate class representative, Defendants have agreed, nonetheless, to settle in the manner

1 and upon the terms set forth in this Stipulation and to put to rest the claims alleged in this Action.
2 Defendants have asserted and continue to assert that the claims alleged by Plaintiff have no merit
3 and do not give rise to any liability, damages, restitution, penalties or other payments. This
4 Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no
5 documents referred to herein, and no action taken to carry out this Stipulation, shall be construed
6 or used as an admission by or against Defendants as to the merits or lack thereof of the claims
7 asserted in the Action. Defendants contend that they have complied with all applicable state,
8 federal and local laws.

9 **TERMS OF SETTLEMENT**

10 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
11 set forth herein, the Parties agree, subject to the Court's approval, as follows:

12 44. Binding Settlement. This Settlement shall bind the Parties and all Participating
13 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
14 Court's approval.

15 45. Tax Liability. The Parties make no representations as to the tax treatment or legal
16 effect of the payments specified herein, and Class Members are not relying on any statement or
17 representation by the Parties, Class Counsel, or Defense Counsel in this regard. Participating
18 Class Members and Class Counsel understand and agree that they shall be responsible for the
19 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
20 Parties, Class Counsel, and Defense Counsel free and harmless from and against any claims
21 resulting from treatment of such payments as non-taxable, including the treatment of such
22 payments as not subject to withholding or deduction for payroll and employment taxes.

23 46. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE
24 THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN
25 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS
26 COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED
27 TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
28 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING

1 OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
2 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
3 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
4 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION,
5 (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
7 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
8 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
9 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
11 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
12 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
13 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
16 STIPULATION.

17 47. Stipulation of Class Certification. The Parties stipulate to the certification of the
18 class for purposes of settlement only. This Stipulation is contingent upon preliminary and final
19 approval and certification of the class for purposes of settlement only. Should the Settlement not
20 become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally
21 to class certification as part of the Settlement shall have no bearing on, and shall not be
22 admissible in connection with, the issue of whether a class should be certified in a non-settlement
23 context in the Action. Defendants expressly reserve the right to oppose class certification should
24 this Settlement be modified or reversed on appeal or otherwise not become final.

25 48. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
26 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes
27 only and setting a Final Approval Hearing date. The Parties agree to work diligently and
28 cooperatively to have this Settlement presented to the Court for preliminary approval. Plaintiff

1 agrees to file a motion for preliminary approval in time for a hearing to be held no later than
2 March 28, 2023. The Preliminary Approval Order shall provide for, among other things, the
3 Notice Packet to be sent to Class Members as specified herein. Class Counsel will prepare the
4 Motion for Preliminary Approval.

5 49. Release of Claims.

6 a. Participating Class Members' Released Claims. Upon Defendants providing the
7 Maximum Settlement Amount to the Settlement Administrator, all Participating Class Members
8 shall be deemed to have released the Released Parties of any and all claims, demands, rights,
9 liabilities, damages, attorneys' fees, statutory penalties, and/or causes of action that were pleaded
10 or could have been pleaded based upon the factual allegations set forth in the operative complaint
11 filed in this Action and arising at any time during the Class Period, including claims for (1)
12 failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay
13 overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged
14 and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate
15 itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in
16 discharge of duties; and (9) unfair and unlawful business practices. Plaintiff and Class Counsel
17 acknowledge that facts or law different from, or in addition to, the facts or law that they now
18 know or believe to be true may be discovered, nonetheless, that this Release shall be and remain
19 effective in all respects, notwithstanding such different or additional facts or Plaintiff's and/or any
20 Participating Class Member's discovery of them.

21 b. Aggrieved Employees' Released Claims. In addition to the release set forth in
22 Paragraph 49.a. above, upon Defendants providing the Maximum Settlement Amount to the
23 Settlement Administrator, all Aggrieved Employees shall be deemed to have released, on behalf
24 of themselves and their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, the Released Parties from any and all claims and/or
26 causes of action under PAGA that were alleged or could have been alleged and arising at any time
27 during the PAGA Period, based upon the factual allegations set forth in the operative complaint
28 and/or the PAGA notice.

1 c. Plaintiff's Released Claims. In addition to the releases set forth in paragraphs
2 49.a. and 49.b. above, and with respect to the Released Claims only, Plaintiff expressly waives
3 any and all rights granted under Section 1542 or the Civil Code of California, or any similar state
4 or federal law, principle or regulation. Section 1542 or the Civil Code of California reads as
5 follows:

6 **A general release does not extend to claims which the**
7 **creditor does not know or suspect to exist in his or her favor**
8 **at the time of executing the release, which if known by him**
9 **or her, must have materially affected his or her settlement**
10 **with the debtor or released party.**

11 d. Class counsel release, on behalf of their present and former attorneys, employees,
12 agents, successors and assigns, the Released Parties from all claims for fees incurred in
13 connection with the operative complaint and the PAGA Period facts stated in the operative
14 complaint and/or the PAGA notice.

15 50. Settlement Administration.

16 a. Within ten (10) days of entry of the Preliminary Approval Order,
17 Defendants shall provide the Settlement Administrator with the Class Information for purposes of
18 mailing the Notice Packets to Class Members.

19 i. Notice by First Class U.S. Mail. Upon receipt of the Class
20 Information, the Settlement Administrator shall perform a search based on the National Change
21 of Address Database maintained by the United States Postal Service to update and correct any
22 known or identifiable address changes. Within ten (10) days after receiving the Class Information
23 from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice
24 Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator
25 shall exercise its best judgment to determine the current mailing address for each Class Member.
26 The address identified by the Settlement Administrator as the current mailing address shall be
27 presumed to be the most current mailing address for each Class Member. The Parties agree that
28 this procedure for notice provides the best notice practicable to Class Members and fully
complies with due process.

1 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
2 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
3 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
4 Settlement Administrator shall promptly attempt to determine a correct address by the use of
5 skip-tracing, or other type of automated search, using the name, address and/or Social Security
6 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
7 whose Notice Packet was returned as non-deliverable, assuming another mailing address is
8 identified by the Settlement Administrator. If a Notice Packet is re-mailed to a Class Member
9 less than ten (10) days prior to the Response Deadline, the Class Member shall have their
10 Response Deadline extended by ten (10) days from the date the Settlement Administrator re-mails
11 the Notice Packet. If these procedures are followed, notice to Class Members shall be deemed to
12 have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the
13 Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be
14 bound by all terms of the Settlement and the Judgment.

15 iii. Determination of Individual Settlement Payments. The Settlement
16 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
17 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
18 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class
19 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court.

20 iv. Disputes Regarding Administration of Settlement. Any dispute not
21 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
22 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
23 confer in good faith to resolve the dispute without the necessity of involving the Court.

24 b. Exclusions. The Class Notice shall explain that Class Members who wish
25 to exclude themselves from the class and Settlement must submit a Request for Exclusion to the
26 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1)
27 contain the name, address, and telephone number of the person requesting exclusion; (2) be
28 signed by the Class Member; and (3) be postmarked by the Response Deadline and returned to

1 the Settlement Administrator at the specified address. Subject to review by Class Counsel,
2 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the
3 Request for Exclusion shall be the exclusive means used by the Settlement Administrator to
4 determine whether a Class Member has timely requested exclusion from the class and Settlement.
5 Any Class Member who timely and properly requests to be excluded from the class and
6 Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the
7 terms of the Settlement nor shall the Class Member have any right to object to the Settlement or
8 appeal from the entry of the Judgment. Class Members who do not submit a valid and timely
9 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
10 Settlement and the Judgment entered in this Action if the Settlement is finally approved by the
11 Court. No later than ten (10) days after the Response Deadline, the Settlement Administrator
12 shall provide counsel for the Parties a complete list of all Class Members who submitted a timely
13 and valid Request for Exclusion. No later than twenty-five (25) days prior to the Final Approval
14 Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a
15 declaration attesting to the completion of the notice process, including the number of attempts to
16 obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number
17 of valid opt-outs and deficiencies which the Settlement Administrator received.

18 c. Objections. The Class Notice shall state that Class Members who wish to
19 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the
20 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A
21 Notice of Objection must (1) state the full name of the Class Member; (2) be signed by the Class
22 Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline
23 and returned to the Settlement Administrator at the specified address. The Settlement
24 Administrator shall immediately upon receipt transmit to Class Counsel and Defense Counsel
25 copies of all objections and supporting papers. Plaintiff shall file the objections and all
26 supporting papers with the Court at the same time that Plaintiff files the motion for final approval.
27 Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on
28 the return mailing envelope on the Notice of Objection shall be the exclusive means used by the

1 Settlement Administrator to determine whether a Class Member has timely objected to the
2 Settlement. The Court, however, shall retain final authority with respect to the consideration and
3 admissibility of any Class Member objections. A Class Member may appear personally or
4 through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her
5 objection directly to the Court. Class Members who do not submit a Notice of Objection or
6 appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived
7 any objections and shall be foreclosed from making any objections (whether by appeal or
8 otherwise) to the Settlement. If a Class Member objects to this Settlement, the Class Member
9 will remain a member of the class and if the Court approves this Stipulation, the Class Member
10 will be bound by the terms of the Settlement and Judgment in the same way and to the same
11 extent as a Participating Class Member who does not object. At no time shall any of the Parties,
12 Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class
13 Members from objecting to the Settlement or filing an appeal from the Judgment.

14 d. Disputes Regarding the Number of Compensable Workweeks. If a Class
15 Members disagrees with the number of Compensable Workweeks stated on the Information
16 Sheet, the Class Member must send a letter to the Settlement Administrator by the Response
17 Deadline stating the reasons why he or she disputes the number of Compensable Workweeks and
18 provide any supporting documentation. The Settlement Administrator will evaluate the evidence
19 submitted by the Class Member, as well as any evidence submitted by Defendants, and make a
20 decision as to the number of Compensable Workweeks that should be applied and/or the
21 Individual Settlement Payment to which the Class Member is entitled. The Settlement
22 Administrator's decision as to the total number of Compensable Workweeks shall be final and
23 non-appealable, yet subject to review by the Court. The Settlement Administrator shall send
24 written notice of the decision on any such dispute to the Class Member, Class Counsel, and
25 Defense Counsel within ten (10) days of receipt of the dispute.

26 e. Monitoring and Reviewing Settlement Administration. The Parties have
27 the right to monitor and review the administration of the Settlement to verify that the monies
28

1 allocated under the Settlement are distributed in the correct amount, as provided for in this
2 Stipulation.

3 f. Best Efforts. The Parties agree to use their best efforts to carry out the
4 terms of this Settlement.

5 51. Funding and Allocation of Maximum Settlement Amount. No later than ten (10)
6 days after entry of Judgment, Defendants shall provide to the Settlement Administrator in any
7 feasible manner, including, but not limited to, by way of a wire transfer, the Maximum Settlement
8 Amount. If this Settlement is not finally approved by the Court in full, or is terminated,
9 rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not
10 occur, then no portion of the Maximum Settlement Amount shall be paid.

11 a. Individual Settlement Payments. Class Members shall not be required to
12 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
13 Maximum Settlement Amount shall revert to Defendants or result in an unpaid residue.
14 Individual Settlement Payments shall be paid by the Settlement Administrator from the Net
15 Settlement Amount pursuant to the formula set forth herein. Individual Settlement Payment
16 payments shall be mailed by the Settlement Administrator by regular First-Class U.S. Mail to
17 each Participating Class Member's last known mailing address within ten (10) days after
18 Defendants provide the Settlement Administrator with the Maximum Settlement Amount. Prior
19 to mailing the Individual Settlement Payments, the Settlement Administrator shall perform a
20 search based on the National Change of Address Database maintained by the United States Postal
21 Service to update and correct any known or identifiable address changes.

22 i. Each Participating Class Member's Individual Settlement Payment
23 shall be calculated solely by the Settlement Administrator according to the following formula:
24 Defendants shall provide the Settlement Administrator with the Compensable Workweeks for
25 each Participating Class Member. The Settlement Administrator shall then divide the Net
26 Settlement Amount by the total number of Compensable Workweeks for all Participating Class
27 Members resulting in a value for each week worked by the Participating Class Members during
28 the Class Period ("Workweek Value"). The Settlement Administrator shall then multiply the

1 number of Compensable Workweeks for each Participating Class Member by the Workweek
2 Value. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the
3 PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks
4 during the PAGA Period.

5 ii. Individual Settlement Payments shall be made by check and shall
6 be made payable to each Participating Class Member as set forth in this Stipulation.

7 iii. Individual Settlement Payments shall be allocated as follows:
8 fifteen percent (15%) as wages subject to all applicable tax withholdings, and eighty five percent
9 (85%) as non-wage penalties, interest, and reimbursement of employment-related expenses not
10 subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2
11 to each Participating Class Member and Aggrieved Employee for the portion of each Individual
12 Settlement Payment allocated as wages and subject to all applicable tax withholdings. The
13 Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member and
14 Aggrieved Employee for the portion of each Individual Settlement Payment allocated as non-
15 wage penalties, interest, and reimbursement of employment-related expenses not subject to
16 payroll tax withholdings. The Settlement Administrator shall calculate the amount of the
17 Employer Taxes and shall remit and report the applicable portions of the payroll tax payment to
18 the appropriate taxing authorities in a timely manner.

19 iv. Individual Settlement Payment checks shall remain negotiable for
20 one hundred eighty (180) days from the date of mailing. The Settlement Administrator shall
21 transmit the value of any Individual Settlement Payments that have not been cashed or deposited
22 within 180 days after mailing, plus any interest that has accrued thereon, to Legal Aid at Work, a
23 nonprofit organization that engages in litigation that helps further the objectives and purposes of
24 this class action and provides legal services to and/or on behalf of the indigent in California. The
25 Settlement Administrator shall void any tax documents issued to Class Members who did not
26 cash or deposit their Individual Settlement Payments within 180 days after mailing. Class
27 Members who fail to cash or deposit their Individual Settlement Payments within 180 days after
28 mailing shall nevertheless remain bound by the Settlement. Pursuant to Code of Civil Procedure

1 section 384, Plaintiff agrees to report to the Court the total amount that was actually paid to the
2 Class Members, and will do so by the date directed by the Court. To the extent the Court
3 thereafter determines that the judgment must be amended pursuant to Code of Civil Procedure
4 section 384, the amended judgment shall direct the Settlement Administrator to pay the sum of
5 the unpaid residue or unclaimed or abandoned class member funds, plus any interest that has
6 accrued thereon, to Legal Aid at Work.

7 v. All monies received by Class Members under the Settlement which
8 are attributable to wages shall constitute income to such Class Members solely in the year in
9 which such monies actually are received by the Class Members. It is expressly understood and
10 agreed that the receipt of Individual Settlement Payments shall not entitle any Class Member to
11 additional compensation or benefits under any collective bargaining agreement or under any
12 bonus, contest or other compensation or benefit plan or agreement in place during the period
13 covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or
14 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
15 Settlement Payments provided for in this Stipulation are the sole payments to be made by
16 Defendants to Class Members in connection with this Settlement, with the exception of Plaintiff,
17 and that the Class Members are not entitled to any new or additional compensation or benefits as
18 a result of having received the Individual Settlement Payments. Furthermore, the receipt of
19 Individual Settlement Payments by Class Members shall not, and does not, by itself establish any
20 general, special, or joint employment relationship between and among the Class Member(s) and
21 Defendants.

22 b. Class Representative Service Award. Subject to Court approval, Plaintiff
23 shall be paid a Class Representative Service Award not to exceed Eight Thousand Five Hundred
24 Dollars (\$8,5000.00), or any lesser amount as awarded by the Court, for her time and effort in
25 bringing and presenting the Action and for releasing her claims. Defendants shall not oppose or
26 object to Plaintiff's request for a Class Representative Service Award in an amount not to exceed
27 Eight Thousand Five Hundred Dollars (\$8,500.00). The Class Representative Service Award
28 shall be paid to Plaintiff from the Maximum Settlement Amount no later than ten (10) days after

1 Defendants provide the Settlement Administrator with the Maximum Settlement Amount. The
2 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Class Representative
3 Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable
4 taxes on the Class Representative Service Award and shall hold harmless Defendants, Class
5 Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or interest arising
6 as a result of payment of the Class Representative Service Award. The Class Representative
7 Service Award shall be made in addition to Plaintiff's Individual Settlement Payment. Any
8 amount requested by Plaintiff for the Class Representative Service Award and not awarded by the
9 Court shall become part of the Net Settlement Amount and shall be distributed to Participating
10 Class Members as part of their Individual Settlement Payments.

11 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
12 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the
13 Maximum Settlement Amount, which amounts to Fifty Thousand Dollars (\$50,000.00). In
14 addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable
15 costs associated with Class Counsel's prosecution of the Action in an amount not to exceed
16 Twelve Thousand Dollars (\$12,000.00). Class Counsel shall provide the Settlement
17 Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement
18 Administrator to process the Class Counsel Award approved by the Court. Defendants shall not
19 oppose or object to Plaintiff's request for an award of attorneys' fees in an amount not to exceed
20 Fifty Thousand Dollars (\$50,000.00) and request for an award of reasonable costs not to exceed
21 Twelve Thousand Dollars (\$12,000.00). Defendants' non-opposition or non-objection to
22 Plaintiff's request for the attorney's fees as described herein shall not be deemed as their consent
23 or agreement that the amount sought is appropriate. In the event the Court awards Class Counsel
24 less than Fifty Thousand Dollars (\$50,000.00) in attorneys' fees and/or less than Twelve
25 Thousand Dollars (\$12,000.00) in costs, the difference shall become part of the Net Settlement
26 Amount and shall be distributed to Participating Class Members as part of their Individual
27 Settlement Payments. Class Counsel shall be paid any Court-awarded attorneys' fees and costs
28 no later than ten (10) days after Defendants provide the Settlement Administrator with the

1 Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to pay all
2 applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS
3 Form 1099 to Class Counsel for the Class Counsel Award. This Settlement is not conditioned
4 upon the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

5 d. PAGA Payment. Five Thousand Dollars (\$5,000.00) from the Maximum
6 Settlement Amount shall be allocated as penalties under PAGA, of which Three Thousand Seven
7 Hundred Fifty Dollars (\$3,750.00) shall be paid by the Settlement Administrator directly to the
8 LWDA. The remaining One Thousand Two Hundred Fifty Dollars (\$1,250.00) shall be
9 distributed to Aggrieved Employees as part of their Individual Settlement Payments.

10 e. Settlement Administration Costs. The Settlement Administration fees and
11 expenses, which are estimated not to exceed Five Thousand Dollars (\$5,000.00), shall be paid
12 from the Maximum Settlement Amount. Prior to Plaintiff filing a motion for final approval of the
13 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
14 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement
15 Administration process and to make all reasonable efforts to control and minimize Settlement
16 Administration Costs.

17 i. The Parties each represent they do not have any financial interest in
18 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
19 that could create a conflict of interest.

20 ii. The Settlement Administrator shall keep the Parties timely apprised
21 of the performance of all Settlement Administrator responsibilities required by the Settlement.
22 The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
23 regulations in which the Maximum Settlement Amount shall be placed and from which payments
24 required by the Settlement shall be made.

25 52. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
26 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
27 grant final approval of the Settlement, including determining the amounts properly payable for:
28 (i) the Class Counsel Award; (ii) the Class Representative Service Award; and (iii) the PAGA

1 Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a
2 written report or declaration to the Parties describing the process and results of the administration
3 of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court
4 prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the
5 Settlement Administrator shall post notice of final judgment on its website within seven (7)
6 calendar days of entry of the Judgment.

7 53. Right of Defendants to Reject Settlement. If five percent (5%) or more of the
8 Class Members submit valid Requests for Exclusion, Defendants will have the right, but not the
9 obligation, to void the Settlement and the Parties will have no further obligations under the
10 Settlement, including any obligation by Defendants to pay the Maximum Settlement Amount, or
11 any amounts that otherwise would have been owed under this Stipulation. Defendants shall
12 notify Class Counsel and the Court whether it is exercising this right to void not later than seven
13 (7) days after the Settlement Administrator notifies the Parties of the number of valid Requests
14 for Exclusion it has received.

15 54. Nullification of Settlement. In the event: (i) the Court does not enter the
16 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
17 Court does not enter the Judgment; or (iv) the Settlement does not become final for any other
18 reason, this Stipulation shall be rendered null and void, any order or judgment entered by the
19 Court in furtherance of this Settlement shall be treated as void from the beginning and this
20 Stipulation and any documents related to it shall not be used by any Class Member or Class
21 Counsel to support any claim or request for class certification in the Action, and shall not be used
22 in any other civil, criminal or administrative action against Defendants or any of the other
23 Released Parties. In the event an appeal is filed from the order granting final approval or
24 Judgment, or any other appellate review is sought, administration of the Settlement shall be
25 stayed pending final resolution of the appeal or other appellate review.

26 55. No Admission by Defendants. Defendants deny all claims alleged in this Action
27 and denies all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its
28 terms and conditions, nor any of the negotiations connected with it, is a concession or admission,

1 and none shall be used against Defendants as an admission or indication with respect to any claim
2 of any fault, concession, or omission by Defendants or that class certification is proper under the
3 standard applied to contested certification motions. The Parties stipulate and agree to the
4 certification of the proposed class for settlement purposes only. The Parties further agree that this
5 Stipulation shall not be admissible in this or any other proceeding as evidence that either (i) a
6 class action should be certified or (ii) Defendants are liable to Plaintiff or any Class Member,
7 other than according to the terms of this Stipulation.

8 56. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
9 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
10 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
11 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

12 57. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
13 all proceedings in the Action, except such proceedings necessary to implement and complete the
14 Settlement and enter the Judgment.

15 58. Amendment or Modification. This Stipulation may be amended or modified only
16 by a written instrument signed by counsel for all Parties or their successors-in-interest.

17 59. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
18 agreement between the Parties, and no oral or written representations, warranties, or inducements
19 have been made to Plaintiff or Defendants concerning this Stipulation or its Exhibits other than
20 the representations, warranties, and covenants contained and memorialized in this Stipulation and
21 its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed
22 binding on the Parties.

23 60. Authorization to Enter into Settlement Agreement. In the event the Parties are
24 unable to reach agreement on the form or content of any document needed to implement the
25 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
26 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.
27 The person signing this Stipulation on behalf of Defendants represent and warrant that he/she is
28 authorized to sign this Stipulation on behalf of Defendants. Plaintiff represents and warrants that

1 she is authorized to sign this Stipulation and that she has not assigned any claim, or part of a
2 claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and
3 preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same
4 shall not be construed against any of the Parties.

5 61. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
6 inure to the benefit of, the successors and assigns of the Parties.

7 62. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
8 be governed by and interpreted according to the laws of the State of California, without giving
9 effect to any law that would cause the laws of any jurisdiction other than the State of California to
10 be applied.

11 63. Counterparts. This Stipulation may be executed in one or more counterparts. All
12 executed counterparts and each of them shall be deemed to be one and the same instrument.

13 64. Jurisdiction of the Court. Following entry of the Judgment, pursuant to Code of
14 Civil Procedure section 664.6, the Court shall retain jurisdiction of this Action solely for the
15 purpose of interpretation, implementation, and enforcement of the terms of this Stipulation and all
16 orders and judgments entered in connection therewith, and the Parties submit to the jurisdiction of
17 the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in
18 this Stipulation and all orders and judgments entered in connection therewith.

19 65. Invalidity of Any Provision. Before declaring any term or provision of this
20 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
21 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
22 all provisions of this Stipulation as valid and enforceable.

23 66. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
24 Class Members are so numerous, it is impossible or impractical to have each Class Member
25 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
26 the Settlement, and the release of Released Claims and shall have the same force and effect as if
27 this Stipulation were executed by each Participating Class Member.

28

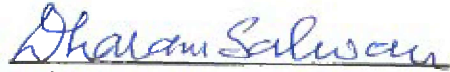
1 Dated: Apr 18, 2023 , 2022



Angelica Enriquez (Apr 18, 2023 13:49 PDT)

Plaintiff Angelica Enriquez

2
3
4 Dated: April 17, 2023



Defendant Salwan Property Management &
Investments

By: Dharam Salwan
Its Owner

5
6
7
8 Dated: April 17, 2023



Defendant R S Properties

By: Rajneesh Salwan
Its Owner

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT
Enriquez v. Salwan Property Management & Investments, et al.
Alameda County Superior Court Case No. RG20082869

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED FOR SALWAN PROPERTY MANAGEMENT & INVESTMENTS OR R S PROPERTIES (COLLECTIVELY, “DEFENDANTS”) AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN DECEMBER 15, 2016 AND MARCH 28, 2023 THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Enriquez v. Salwan Property Management & Investments, Inc., et al.*, Alameda County Superior Court Case No. RG20082869 (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. Brad Seligman on [REDACTED], 2023 at [REDACTED] in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612, to determine whether the Settlement is fair, adequate and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST EXCLUSION FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment. You will also give up the right to pursue a separate legal action against Defendants and affiliated persons and entities, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendants about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must submit a written statement explaining why you do not like the Settlement or explain your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

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

All persons employed by Defendants as non-exempt employees in California at any time during the period from December 15, 2016 to March 28, 2023 (the “Class Period”).

According to Defendants’ records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, plaintiff Angelica Enriquez (“Plaintiff”) alleges on behalf of herself and the Class the following claims against Defendants: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under the Labor Code Private Attorneys General Act (“PAGA”), as a representative action. Plaintiff seeks unpaid wages, statutory penalties, restitution, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident they have strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Matthew J. Matern
Launa Adolph
Olivia Green
MATERN LAW GROUP, PC
1230 Rosecrans Ave., Suite 200
Manhattan Beach, California 90266
310-531-1900

Defense Counsel

Bruce Prescott
Daphne Lin
Trump Alioto Trump & Prescott
2201 Walnut Avenue, Suite 290
Fremont, California 94538
(510) 790-0900

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$150,000.00 (the “Maximum Settlement Amount”) for: (a) Individual Settlement Payments to Class Members who do not request to be excluded from the Settlement (“Participating Class Members”); (b) the Court-approved Service Award to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) the PAGA Payment to be paid to the California Labor and Workforce Development Agency (“LWDA”) and non-exempt employees who worked for Defendants during the PAGA Period, which is October 11, 2019 to March 28, 2023 (“Aggrieved Employees”).

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for Class Counsel’s attorneys’ fees and costs, the Service Award to Plaintiff, the PAGA Payment, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the total number of weeks worked during the Class Period. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during PAGA Period.

Your estimated Individual Settlement Payment is listed on the enclosed Information Sheet.

If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will

pay over the amount represented by the check, plus any interest accrued thereon, to Legal Aid at Work, a nonprofit organization that engages in litigation that helps further the objectives and purposes of this class action and provides legal services to and/or on behalf of the indigent in California. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the payments to Participating Class Members will be allocated 15% as wages and 85% as non-wages. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments.

The Parties and their attorneys do not make any representations concerning the tax consequences of this Settlement or your participation in it and are unable to offer tax advice. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

Class Counsel Attorneys' Fees and Costs, Service Award, Settlement Administration Costs and PAGA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$50,000.00 (one-third of the Maximum Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$12,000.00. In addition, Class Counsel will ask the Court to authorize a Service Award payment of up to \$8,500.00 to Plaintiff for her effort in prosecuting the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$5,000.00. In addition, \$5,000.00 will be allocated to penalties under PAGA, of which 75%, or \$3,750.00, will be paid to the LWDA, and the remaining 25%, or \$1,250.00, will be distributed to Aggrieved Employees. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon Defendants providing the Maximum Settlement Amount to the Settlement Administrator, Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint filed in this Action and arising at any time during the Class Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices (the "Released Claims").

Release by Aggrieved Employees. Upon Defendants providing the Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and arising at any time during the PAGA Period.

The "Released Parties" are Defendants and their present or former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their officers, directors, employees, partners, shareholders, attorneys and agents, and any other successors, assigns, or legal representatives.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to

receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above. If you remain in the Class, you will be represented at no cost by Class Counsel.

Object to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or submit a written brief or statement of objection (“Notice of Objection”) to the Settlement Administrator. The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) be postmarked within 45 days of the mailing of this Notice, no later than [Response Deadline], and returned to the Settlement Administrator at the following address:

Enriquez v. Salwan Property Management & Investments, et al.

P.O. Box _____
[City], [State] [Zip]

You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request Exclusion from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement (“Request for Exclusion”). In order to be valid, your Request for Exclusion must (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Enriquez v. Salwan Property Management & Investments, et al.*; (3) be signed by you; and (4) be postmarked within 45 days of the mailing of this Notice, no later than [Response Deadline], and returned to the Settlement Administrator at the following address:

Enriquez v. Salwan Property Management & Investments, et al.

P.O. Box _____
[City], [State] [Zip]

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement and will not be entitled to or permitted to object to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, on _____, 2023 at _____ in Department 23 of the Alameda County Superior Court. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator’s website (www._____) within seven (7) calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may also request a copy of the Settlement Agreement from Class Counsel,

at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX.

Additionally, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT 2

INFORMATION SHEET

Enriquez v. Salwan Property Management & Investments, et al.
Alameda County Superior Court Case No. RG20082869

Calculation of Individual Settlement Payments: Each Class Member's share of the Maximum Settlement Amount will be calculated based upon his or her "Compensable Workweeks," or the total number of weeks he or she worked for Salwan Property Management & Investments and/or R S Properties. ("Defendants") as a non-exempt employee in California from December 15, 2016 to March 28, 2023 (the "Class Period"). In addition, all Class Members will receive a pro rata share of the portion of the PAGA Payment allocated to Class Members based on their Compensable Workweeks during the Settlement Period.

Your Compensable Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Compensable Workweeks during the Class Period are <<CompWW>>. Based on the number of Compensable Workweeks, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Compensable Workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Workweeks and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of weeks you claim you performed work as a non-exempt, hourly employee of Defendant at any time between December 15, 2016 to March 28, 2023. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below, postmarked within 45 days of the mailing of this Notice, no later than [Response Deadline].

Enriquez v. Salwan Property Management & Investments, et
al.

[Address]

[City, State Zip]

[Telephone Number]

If you dispute the number of Compensable Workweeks stated above, the Settlement Administrator will evaluate any evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.