

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

WEBBER & EGBERT EMPLOYMENT LAW, P.C.
Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@WebberLawGroup.com
1610 R Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Class

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

ANTONIO JESUS JARAMILLO DE LA CRUZ,
as an individual and on behalf of all others
similarly situated, and as a private attorney
general,

Plaintiff,

vs.

WEIDNER PROPERTY MANAGEMENT, LLC,
a Washington limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00308697

[Assigned for all purposes to Department 28,
Hon. Lauri A. Damrell]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 4, 2023
Time: 9:00 a.m.
Department: 25

Complaint Filed: September 22, 2021
FAC Filed: February 28, 2022

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. On September 21, 2021, Plaintiff filed a representative PAGA action in Sacramento
8 County Superior Court, Case No. 34-2021-00308475 (the “PAGA Action”). The PAGA Action sought
9 penalties for (1) unpaid overtime; (2) unpaid sick pay wages; (3) failure to provide meal and rest
10 periods; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; and
11 (6) failure to reimburse business expenses. On September 22, 2021, Plaintiff filed this class action in
12 Sacramento County Superior Court asserting the same underlying claims asserted in the PAGA Action
13 as well as a claim for unfair or unlawful business practices under California Business and Professions
14 Code sections 17200 et seq.

15 3. Upon the filing of the complaints, Plaintiff and Defendant met and conferred about the
16 alleged claims. On October 21, 2021, and numerous dates thereafter, Plaintiff and Defendant exchanged
17 information and documents that Plaintiff contended supported the claims and that Defendant contended
18 supported its defenses, including for example documents related to a prior class action settlement
19 approved by the San Bernardino Superior Court in *Antonio Cornejo Herrera v. Weidner Property*
20 *Management LLC*, Case No. CIVDS2016465. Class Counsel continued investigating the alleged claims
21 and analyzing any defenses raised by Defendant. Ultimately, the Parties agreed to file an amended
22 complaint to streamline litigation by consolidating the claims alleged in the PAGA Action in this Action
23 and tailoring class allegations to the applicable facts.

24 4. On September 9, 2022, Defendant also agreed to informally provide additional
25 information related to the value of Plaintiff’s claims, if Plaintiff were to prevail on the merits.
26 Specifically, Defendant provided its written policies and classwide data, among other things—enabling
27 Plaintiff to assess the value of Class Members’ claims. In sum, Defendant’s willingness to engage in
28 extensive informal discovery enabled Plaintiff to evaluate the extent of Defendant’s potential liability.

1 On October 10, 2022, Plaintiff communicated a settlement demand, and over the next four months the
2 Parties continued conferring about the alleged claims and defenses. Ultimately, on January 31, 2023, the
3 Parties were able to agree to settlement terms, which were negotiated in light of all known facts and
4 circumstances—including the uncertainty associated with litigation, the risks of significant delay, and
5 numerous potential appellate issues. The settlement terms were memorialized in the Joint Stipulation of
6 Class Action and PAGA Settlement (the “Agreement”), a true and correct copy of which is attached as
7 **Exhibit 1.**

8 5. The Agreement requires Defendant to pay \$140,000.00—or approximately \$1,102.36
9 gross, on average, per Class Member. As discussed below, this amounts to approximately 15.54% of
10 Defendant’s potential liability and is an excellent result for Class Members. To wit, while Plaintiff
11 admits that allegedly underpaid sick pay, overtime, and additional hours of regular rate wages for meal
12 and rest break violations amount to comparatively smaller sums, Plaintiff contends that such
13 underpayments result in Labor Code section 203 penalties of up to 30 days wages.¹ Plaintiff also
14 contends that class claims under Section 226(e) result in a \$50 penalty for the first non-compliant wage
15 statement to each Class Member and a \$100 penalty for each additional non-compliant wage statement
16 to the Class Member, up to a maximum of \$4,000 per Class Member. Plaintiff additionally contends that
17 Defendant would be liable for actual Class Member expenses under Section 2802. Moreover, under
18 PAGA, Plaintiff contends that Defendant also would be liable for an additional \$100 per pay period
19 under Section 2699(f).

20 6. Defendant contested the merits and denied it was liable at all. Moreover, even if Plaintiff
21 prevailed on the merits, Defendant contested the extent of liability. For example, with respect to liability
22 for underpaid wages, overtime, and additional hours of regular rate wages, Defendant contended that it
23 would not be subject to Section 203 penalties, based either on the prior class action settlement or on a
24 good faith defense. Likewise, with respect to wage statement liability, Defendant disputed whether
25 Plaintiff could prevail on its theory that wage statements failed to state the name of the legal entity that
26 was the employer and further contended that liability under Section 226(e) would be subject to
27

28 ¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 additional defenses requiring proof of injuries resulting from knowing and intentional violations.
2 Finally, with respect to PAGA penalties, Defendant contended that the circumstances were such that
3 PAGA penalties would be subject to discretionary reductions.

4 7. While the Parties disagree on the application of the law to the facts, each Party
5 recognized in negotiations that, if taken to trial, the other Party would at least have reasonable
6 arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was
7 reasonable. Ultimately, based on classwide data, Plaintiff argued that the potential total recovery
8 amounted to approximately \$900,788.80—which included approximately \$290,188.80 under Section
9 203,² approximately \$260,850.00 under Section 226(e),³ approximately \$82,550.00 under Section 2802,⁴
10 and approximately \$267,200.00 under Section 2699(f).⁵ Plaintiff contends that the Gross Settlement
11 Amount of \$140,000.00—approximately 15.54% of the potential total recovery of \$900,788.80—is an
12 excellent result. Based on the terms of the Agreement, it is expected that, on average, each Class
13 Member would be allocated approximately \$443.57 (*after* all requested payments from the Gross
14 Settlement Amount).⁶

15 8. Although I am confident that litigation of the claims would result in a classwide judgment
16 against Defendant, I recognize the inherent risks in litigation, including the specific risks that class
17 certification could be denied, liability could not be established at trial, or the applicable law could
18 change. I recognize that the settlement resulting from extensive arm's length negotiations between the
19 Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of
20 litigation, as well as the potential for appeals and the costs of pursuing litigation.

23 ² 66 former non-exempt employees x 8.0 hours per day x \$18.32 per hour x 30 days.

24 ³ 127 initial wage statements x \$50 per initial wage statement + 2,545 subsequent wage statements x
25 \$100 per subsequent wage statement.

26 ⁴ 127 class members x \$25 per month x 26 months.

27 ⁵ 2,672 pay periods x \$100 per pay period.

28 ⁶ The amount paid on average to each Class Member may increase, depending on how many Class
Members opt out of the class action settlement. The amount actually paid to any Class Member may
increase or decrease depending on his or her number of relevant wage statements during the Class
Period.

1 9. I am one of the primary attorneys on this matter. My qualifications are as follows: After
2 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
3 2004 with concentrations in Management and Human Resources, I continued studying labor and
4 employment issues by enrolling in post-graduate education at the School of Labor and Employment
5 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
6 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
7 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
8 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

9 10. Upon graduating from law school in 2008, I practiced labor and employment law at
10 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
11 practice focused on wage and hour class, collective, and representative actions, with a particular
12 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
13 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
14 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
15 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
16 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
17 not more than six hours), and *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal.
18 Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was
19 also able to obtain experience litigating representative claims or wage and hour matters through trial and
20 appeal. *E.g.*, *Velazquez v. Costco Wholesale Corporation*, 603 Fed. App’x 584 (9th Cir. Mar. 25, 2015)
21 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
22 pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App’x 631 (9th Cir. Jan. 9, 2014)
23 (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in
24 collective action with involving deductions from final paychecks). I also litigated class certification on
25 numerous matters. *E.g.*, *Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326
26 (denial of class certification on behalf of retail employees alleging off-the-clock work).

27 11. Based on my experience in wage and hour class, collective, and representative actions, I
28 have been interviewed and quoted in articles published in the Northern California Record about

1 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
2 hour class and representative action litigation, including for example articles on California kin care
3 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
4 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
5 laws in *California Transportation News*, a publication of the California Construction Trucking
6 Association.

7 12. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
8 which also focuses primarily on employment law. I have handled a number of wage and hour class and
9 representative actions and continue litigating such matters in numerous Superior Courts and District
10 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
11 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
12 obtained class certification and been appointed class counsel, and numerous courts, including this Court,
13 have deemed me to be qualified to act as class counsel for settlement classes. No court has ever found
14 me to be inadequate class counsel.

15 13. My co-counsel and I will adequately represent the Class Members in this action.
16 Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its
17 conclusion.

18 14. Along with the filing of the motion for preliminary approval of the settlement in this
19 matter, a copy of the motion papers have also been uploaded to the Labor and Workforce Development
20 Agency ("LWDA") in compliance with Section 2699(1)(2) and (4). Similarly, upon approval of a
21 settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the
22 Court's judgment, papers, or other orders awarding civil penalties under PAGA.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed this 11th day of July 2023, at Hillsborough, California.

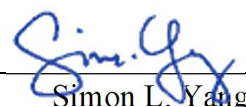
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EXHIBIT 1

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

WEBBER LAW GROUP
Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Class

PAUL HASTINGS LLP
George W. Abele (State Bar No. 149846)
georgeabele@paulhastings.com
Jennifer Milazzo (State Bar No. 318356)
jennifermilazzo@paulhastings.com
515 South Flower Street, 25th Floor
Los Angeles, California 90071
Telephone: (213) 683-6000
Facsimile: (213) 627-0705

Attorneys for Defendant

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

ANTONIO JESUS JARAMILLO DE LA CRUZ,
as an individual and on behalf of all others
similarly situated, and as a private attorney
general,

Plaintiff,

vs.

WEIDNER PROPERTY MANAGEMENT, LLC,
a Washington limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00308697

[Assigned to Hon. Lauri A. Damrell, Dept. 28]

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed:

September 22, 2021

FAC Filed:

February 28, 2022

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1. DEFINITIONS

1.1. Action. “Action” means the civil lawsuit originally entitled *Antonio Jesus Jaramillo De La Cruz v. Weidner Property Management, LLC*, filed on or about September 22, 2021, in the Superior Court of the State of California for the County of Sacramento designated as Case No. 34-2021-00308697.

1.3. Agreement. “Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

1.5. Class Member. “Class Member” means any Sick Pay Class Member, Non-Exempt Class Member, or Exempt Class Member. Defendant represents that there are approximately 127 Class Members.

1.5.1. Sick Pay Class Member. “Sick Pay Class Member” means any current or former non-exempt employee of Defendant in the State of California who was paid sick pay wages in any workweek during the Sick Pay Period in which he or she also earned non-hourly remuneration, including but not limited to non-discretionary bonuses and rent discount incentives.

1.5.2. Non-Exempt Class Member. “Non-Exempt Class Member” means any current or former non-exempt employee of Defendant in the State of California during the Class Period.

1.5.3. Exempt Class Member. “Exempt Class Member” means any current or former exempt employee of Defendant in the State of California during the Exempt Period.

1 **1.6. Class Notice.** “Class Notice” means the Notice of Class Action Settlement, substantially
2 in the form attached as Exhibit A.

3 **1.7. Class Information.** “Class Information” means information regarding Class Members
4 that Defendant will in good faith compile from its records and provide to the Administrator. Class
5 Information shall be provided as a password-protected, Microsoft Excel spreadsheet and shall include
6 each Class Member’s: (a) full name; (b) last known address; (c) last known home telephone number
7 and e-mail address, if available; (d) Social Security Number; (e) start date of employment; (f) end date
8 of employment; and (g) compensable workweeks.

9 **1.8. Class Period.** “Class Period” means February 10, 2021, through April 1, 2023.

10 **1.8.1. Exempt Period.** “Exempt Period” means September 22, 2017, through April 1,
11 2023.

12 **1.8.2. Sick Pay Period.** “Sick Pay Period” means September 22, 2017, through April 1,
13 2023.

14 **1.9. Court.** “Court” means the Superior Court of California for the County of Sacramento.

15 **1.10. Defendant.** “Defendant” means Weidner Property Management, LLC.

16 **1.11. Defendant’s Counsel.** “Defendant’s Counsel” means George W. Abele and Jennifer
17 Milazzo of Paul Hastings LLP.

18 **1.12. Effective Date.** “Effective Date” means: (a) if no objections to the settlement are filed,
19 the date the Final Approval Order is signed by the Court; (b) if objections to the settlement are filed, the
20 day following the expiration of the time for the filing of an appeal of the Final Approval Order; or (c) if
21 any appeals of the Final Approval Order are filed, the day following the expiration of time to further
22 appeal an order affirming the Final Approval Order.

23 **1.13. Final Approval Order.** “Final Approval Order” means an order granting final approval
24 of a settlement pursuant to this Agreement.

25 **1.14. Gross Settlement Amount.** “Gross Settlement Amount” means the maximum potential
26 settlement amount—inclusive of any Attorneys’ Fees and Costs Award, Class Representative Award,
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Administration Costs, PAGA Penalty Fund, and allocations for Individual Settlement Payments—that Defendant may be required to pay in connection with a Final Approval Order.

1.14.1. Administration Costs. “Administration Costs” means a Court approved payment from the Gross Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking Class Notices, processing any required tax payments or reporting, providing any required tax forms, distributing payments pursuant to a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or Class Counsel and Defendant’s Counsel.

1.14.2. Attorneys’ Fees and Costs Award. “Attorneys’ Fees and Costs Award” means a Court approved payment from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.14.3. Class Representative Award. “Class Representative Award” means a Court approved payment from the Gross Settlement Amount to Plaintiff in recognition of Plaintiff’s efforts and work in prosecuting the Action on behalf of Class Members and in consideration of Plaintiff’s additional general release of claims inapplicable to Settlement Class Members.

1.15. Individual Settlement Payment. “Individual Settlement Payment” means a Class Member’s potential payment from the Gross Settlement Amount, which may include an Individual Class Payment and Individual PAGA Payment.

1.15.1. Individual Class Payment. “Individual Class Payment” means a Settlement Class Member’s potential payment from the Net Settlement Amount for the class action settlement.

1.15.2. Individual PAGA Payment. “Individual PAGA Payment” means a PAGA Employee’s potential payment from the PAGA Penalty Fund for the PAGA settlement.

1.16. LWDA Payment. “LWDA Payment” means a Court approved payment to the Labor & Workforce Development Agency (“LWDA”) of 75% of the PAGA Penalty Fund.

1 **1.17. Net Settlement Amount.** “Net Settlement Amount” means the remainder of the Gross
2 Settlement Amount after Court approved deductions for the Attorneys’ Fees and Costs Award, Class
3 Representative Award, Administration Costs, and PAGA Penalty Fund.

4 **1.18. PAGA Employee.** “PAGA Employee” means any Class Member who worked in the
5 State of California during the PAGA Period.

6 **1.19. PAGA Period.** “PAGA Period” means July 14, 2020, through April 1, 2023.

7 **1.20. PAGA Penalty Fund.** “PAGA Penalty Fund” means the portion of the settlement
8 allocated to PAGA penalties.

9 **1.21. Parties.** “Parties” means Plaintiff and Defendant.

10 **1.22. Plaintiff.** “Plaintiff” means Antonio Jesus Jaramillo De La Cruz.

11 **1.23. Preliminary Approval Order.** “Preliminary Approval Order” means an order granting
12 preliminary approval of a settlement pursuant to this Agreement.

13 **1.24. Released Party.** “Released Party” means Defendant and any of its parents or
14 subsidiaries and any of their officers, directors, managing agents, and successors and assigns.

15 **1.25. Settlement Class Members.** “Settlement Class Members” means Class Members who
16 do not exclude themselves from the class action settlement by complying with the procedures set forth
17 in the Class Notice to opt out of the class action settlement.

18 **2. RECITALS**

19 **2.1. Initiation of PAGA Action.** On September 21, 2021, Plaintiff filed a representative
20 action under the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 et seq.
21 (“PAGA”), in Sacramento County Superior Court (“PAGA Action”) (Case No. 34-2021-00308475).
22 The PAGA Action sought penalties under PAGA for (1) unpaid overtime; (2) unpaid sick pay wages;
23 (3) failure to provide meal and rest periods; (4) failure to timely pay wages; (5) failure to provide
24 accurate itemized wage statements; and (6) failure to reimburse business expenses.

25 **2.2. Initiation of Class Action.** On September 22, 2021, Plaintiff filed this class action in
26 Sacramento County Superior Court asserting the same underlying claims asserted in the PAGA Action
27
28

as well as a claim for unfair or unlawful business practices under California Business and Professions Code sections 17200 *et seq.*

2.3. Class Counsel’s Investigation. Plaintiff and Defendant met and conferred about the alleged claims. On October 21, 2021, and numerous dates thereafter, Plaintiff and Defendant exchanged information and documents that Plaintiff contended supported the claims and that Defendant contended supported its defenses, including for example documents related to a prior class action settlement approved by the San Bernardino Superior Court in *Antonio Cornejo Herrera v. Weidner Property Management LLC*, Case No. CIVDS2016465. Class Counsel continued investigating the alleged claims and analyzing any defenses raised by Defendant. The Parties agreed to file an amended complaint to streamline litigation by consolidating the claims alleged in the PAGA Action in this Action and tailoring class allegations to the applicable facts.

2.4. Settlement Discussions. The Parties continued engaging in informal discovery, and Defendant was willing to provide classwide data that would permit the Parties to explore the possibility of an informal resolution. After approximately five months of negotiations, the Parties ultimately were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement was achieved only after extensive arm’s length negotiations from August of 2022 through January of 2023.

2.5. No Admission of Liability. Defendant denied and continues to deny all of the allegations made by Plaintiff in the Action, including those pled in the operative first amended complaint. Although Defendant denied and continues to deny all of the allegations made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

2.6. Class Counsel’s Evaluation. Based on Class Counsel’s ongoing investigation and evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of Class Members.

1 **2.7. Certification of Settlement Class.** This Agreement is contingent upon the approval and
2 certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take
3 all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
4 Preliminary Approval Order and then Final Approval Order.

5 **3. NOTICE TO CLASS MEMBERS**

6 **3.1. Administrator.** Plaintiff and Class Counsel shall request that the Court appoint Phoenix
7 Settlement Administrators as the Administrator for purposes of sending notice of the settlement to
8 Class Members.

9 **3.2. Class Data for Administrator.** Within seven days of the Preliminary Approval Order,
10 Defendant shall provide to the Administrator Class Information, as defined above. Because Social
11 Security Numbers and other private information are included in the Class Information, the
12 Administrator shall maintain the Class Information in confidence, it shall be transmitted in password-
13 protected file(s), and access shall be limited to those with a need to use the Class Information as part of
14 the administration of the Settlement. Defendant agrees to provide data sufficient for the Administrator
15 to perform all necessary responsibilities pursuant to this Agreement.

16 **3.3. Mailing of Notice.** Within seven days of receipt of the Class Information, the
17 Administrator shall send Class Notice to each Class Member via First Class U.S. Mail, using the last
18 known mailing address for each Class Member, based on class data provided by Defendant. Any Class
19 Notice returned to the Administrator as undeliverable shall be sent promptly via First Class U.S. Mail
20 to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator shall
21 promptly attempt to determine the correct address using a single skip-trace search and shall then
22 promptly send a single re-mailing. This shall be the sole means of notice to Class Members.

23 **3.4. Proof of Mailing.** The Administrator shall provide Class Counsel and Defendant's
24 Counsel a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

25 **4. CLASS MEMBERS' RESPONSE OPTIONS**

26 **4.1. Consideration Period.** Class Members shall be provided 45 calendar days after the
27 postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the settlement.
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1 Except as provided herein, no Class Member responses that are postmarked more than 45 calendar days
2 after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to encourage
3 or solicit Class Members to opt out of or object to the settlement.

4 **4.2. Objection Right and Effect.** Settlement Class Members shall be given the opportunity
5 to object to the terms of the class action settlement. Settlement Class Members may object to the class
6 action settlement by mailing to the Administrator an objection within 45 calendar days after the
7 postmark date of the initial mailing of Class Notice, which describes the objection and states any
8 intention to appear at the final approval hearing. Any Settlement Class Member who does not comply
9 with the objection procedures in the Class Notice shall be deemed to have waived any objections and
10 shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement.
11 Settlement Class Members who object to the settlement pursuant to the terms of the Class Notice shall
12 remain subject to being bound by the release provisions in this Agreement pursuant to a Final Approval
13 Order and shall remain eligible to receive an Individual Class Payment. Class Members do not have the
14 right to object to the terms of the PAGA settlement.

15 **4.3. Opt-Out Right and Effect.** Class Members shall be given the opportunity to opt out of
16 the settlement. Class Members may opt out of the settlement by mailing to the Administrator a Request
17 for Exclusion, which expresses their desire to be excluded from the Settlement Class. Any Request for
18 Exclusion that does not comply with the procedures in the Class Notice shall be deemed void and
19 ineffective. Class Members who opt out of the settlement pursuant to the terms of the Class Notice shall
20 not receive any Individual Class Payments, shall not be bound by the class action release provisions in
21 this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the
22 settlement or appeal. If a Class Member submits both a Request for Exclusion and an objection, the
23 Administrator shall attempt to determine whether the Class Member would like to withdraw either the
24 Request for Exclusion or the objection. If the Class Member does not withdraw a Request for
25 Exclusion, or if the Administrator cannot contact the Class Member who submits both a Request for
26 Exclusion and an objection, the Request for Exclusion shall be deemed valid and shall be deemed to
27 invalidate the objection. Class Members do not have the right to opt out of the PAGA settlement.

4.4. Objection Response. The Administrator must provide a copy of any objection received to Class Counsel and Defendant's Counsel upon receipt. Either of the Parties may file a response to any written objection no later than five court days before the final approval hearing.

4.5. Defendant's Right to Terminate. If more than 5% of Class Members opt out of the class action settlement, then Defendant shall have the right to terminate the Agreement by notifying Plaintiff's Counsel in writing within seven days of notification that more than 5% of Class Members have opted out of the class. If Defendant exercises the right to terminate the Agreement, Defendant shall be responsible for any Administration Costs incurred to date.

4.6. Proof of Class Members' Responses. As soon as practicable after the end of the consideration period, the Administrator shall provide a declaration attesting to (by number of relevant individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses, and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any supplemental declarations regarding the administration of the settlement, as necessary or as jointly requested by the Parties or the Court.

5. SETTLEMENT PROCEEDS

5.1. Gross Settlement Amount. Defendant agrees to pay a non-reversionary Gross Settlement Amount of \$140,000.00. Defendant represents that there are approximately 101 non-exempt class members and 26 exempt class members. If the actual numbers of class members exceeds 127 by more than 5.0%, the Gross Settlement Amount shall increase on a pro rata basis equal to the percentage increase exceeding 5.0%. Under no other circumstances will Defendant's payment exceed the Gross Settlement Amount, except that Defendant will make additional payments to the Administrator representing its share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, or any similar tax or charge).

5.1.1. Attorneys' Fees and Costs. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount, or \$46,666.67, and (b) litigation costs not to exceed \$10,000.00.

5.1.2. Class Representative Award. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve a Class Representative Award of \$10,000.00. Any Class Representative Award is supplemental to Plaintiff’s Individual Settlement Payment.

5.1.3. Administration Costs. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve Administration Costs of up to \$6,500.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Administration Costs.

5.1.4. PAGA Penalty Fund and LWDA Payment. The Parties allocate \$14,000.00 to the PAGA Penalty Fund, which shall be distributed pursuant to statute with 75% of the PAGA Penalty Fund payable from the Gross Settlement Amount as an LWDA Payment. The remaining 25% of the PAGA Penalty Fund is to be payable from the Gross Settlement Amount as Individual PAGA Payments to PAGA Employees.

5.1.5. Differences in Requested and Approved Payments. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs Award, Class Representative Award, or Administration Costs, any requested but unapproved amounts shall be allocated to the Net Settlement Amount. If the Court does not approve the requested amount for the PAGA Penalty Fund, any difference in the requested and approved amount of the resulting LWDA Payment shall either be allocated to the Net Settlement Amount or from the Gross Settlement Amount.

5.2. Net Settlement Amount. After deducting the approved Attorneys' Fees and Costs Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund from the Gross Settlement Amount, the Net Settlement Amount shall be allocated entirely to Settlement Class Members.

5.3. Individual Settlement Payments. Individual Settlement Payments shall be distributed to PAGA Employees and Settlement Class Members, without the need to submit a claim form. The Administrator shall calculate the amounts of payments described below. If a Class Member disputes any employee data, disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and non-appealable.

1 **5.3.1. Individual PAGA Payments.** The 25% portion of the PAGA Penalty Fund shall
2 be distributed to PAGA Employees as Individual PAGA Payments and proportionally allocated among
3 PAGA Employees based on the total number of workweeks for each Settlement Class Member during
4 the PAGA Period. Individual PAGA Payments shall be subject to IRS Form 1099 reporting.

5 **5.3.2. Individual Class Payments.** The Net Settlement Amount shall be distributed to
6 Settlement Class Members as Individual Class Payments and proportionally allocated among
7 Settlement Class Members based on the total number of relevant workweeks for each Sick Pay Class
8 Member during the Sick Pay Period, Exempt Class Member during the Exempt Period, and Non-
9 Exempt Class Member during the Non-Exempt Period. Individual Class Payments to Exempt Class
10 Members shall be subject to IRS Form 1099 reporting. 33% of all other Individual Class Payments
11 shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of these Individual
12 Class Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting.

13 **5.4. No Tax Advice or Liability.** The Administrator shall issue an IRS Form 1099 to
14 Plaintiff for any Class Representative Award, to Class Counsel for any Attorneys' Fees and Costs
15 Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs.
16 The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving
17 any tax advice in connection with the settlement or any payments to be made pursuant to the
18 Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice
19 regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied
20 upon as such. By participating in the settlement, each Class Member shall agree to be solely and legally
21 responsible for paying any applicable taxes on their respective Individual Settlement Payments and
22 shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest
23 arising as a result of the payments.

24 **5.5. Funding and Distribution.** Within 10 days after the Effective Date, Defendant shall
25 deposit the Gross Settlement Amount with the Administrator. Within 10 days after receiving the
26 deposit, the Administrator shall distribute all amounts to be paid pursuant to the Final Approval Order.
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1 Upon completion of administration of the settlement, the Administrator shall provide written
2 certification of such completion to Class Counsel and Defendant's Counsel.

3 **5.6. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
4 will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of
5 all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for
6 any expired checks in accordance with the Final Approval Order. The Parties shall request that the
7 Court order that the principal for any expired checks escheat to the State of California's Unclaimed
8 Property Fund in the name of the Settlement Class Member.

9 **6. RELEASES**

10 **6.1. Releases by Settlement Class Members.** By operation of the entry of the Final
11 Approval Order, and except as to such rights or claims as may be created by this Agreement, all
12 Settlement Class Members fully release Defendant and each Released Party from any and all claims
13 that were pled in the operative complaint in the Action, or which could have been pled in the operative
14 complaint in the Action based on the factual allegations therein, that arose from September 22, 2017,
15 through April 1, 2023. "Released Statutory Claims" means any and all federal and California state law
16 wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and
17 description, whether known or unknown, including, without limitation, statutory, constitutional,
18 contractual, and/or common law claims for wages, premium pay, damages, unpaid costs, unreimbursed
19 expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs,
20 restitution, or equitable relief, arising from or related to any and all claims that were asserted or could
21 have been asserted in the Action based on the factual allegations contained therein. The claims released
22 by the Settlement Class Members shall include, without limitation, known and unknown claims relating
23 to any alleged failure to pay overtime wages, failure to pay sick pay wages, failure to provide meal
24 periods, failure to provide rest periods, failure to furnish accurate itemized wage statements, failure to
25 reimburse expenses, unlawful competition and unlawful business practices based on the foregoing
26 Labor Code claims, and any statutory penalty claims which were or could have been asserted in the
27 Action based on the factual allegations alleged therein under any federal, state, or local statutes, codes,
28

or ordinances. The Released Statutory Claims include, without limitation, California Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2699, and any federal counterparts, and California Business and Professions Code section 17200, *et seq.*

6.2. Releases by LWDA. By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and the LWDA fully release Defendant and each Released Party from any and all PAGA claims that are based on the Labor Code violations pled in the operative complaint that arose during the PAGA Period (“Released PAGA Claims”). “Released PAGA Claims” means any and all individual and representative claims for penalties that could have been assessed upon and collected from the Released Parties under PAGA, including any and all claims based on Labor Code violations of whatever kind or nature recoverable under PAGA, whether known or unknown, arising during the PAGA Period, that were asserted or could have been asserted in the Action based on the facts alleged in the Complaint including but not limited to California Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2699, and any resulting claim for attorneys’ fees and costs under PAGA.

6.3. Additional Release by Plaintiff. Plaintiff additionally generally releases all claims, known or unknown, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil Code section 1542 states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff acknowledges that Plaintiff has read the entirety of the Agreement, including the above language from the Civil Code, and that Plaintiff fully understands both the Agreement and Civil Code section 1542. By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil Code section 1542.

1 **7. COURT APPROVAL**

2 **7.1. Preliminary Approval.** Plaintiff shall submit a motion seeking a Preliminary Approval
3 Order, which would, among other things: (i) preliminarily approve the proposed settlement according
4 to the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class
5 Notice to be sent to Class Members as specified herein.

6 **7.2. Final Approval.** Not later than 16 court days before the date set by the Court for a final
7 approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a
8 Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms
9 to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and
10 provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration
11 and enforcement of the terms of this Agreement and the Court's orders.

12 **7.3. Effect of Failure to Obtain Final Approval.** In the event the Court effects a material
13 change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final
14 Approval Order is vacated, then this entire Agreement shall be void and unenforceable, subject to the
15 Parties' agreement to the contrary, and the costs of administration shall be split equally between the
16 Parties. The Action shall proceed as if no settlement has been attempted, subject to the Parties'
17 agreement to the contrary, and this Agreement and any documents in furtherance of this Agreement
18 shall be admissible in any future proceedings in this Action or any other action.

19 **8. MISCELLANEOUS**

20 **8.1. Entire Agreement.** This Agreement constitutes the entire agreement between the
21 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
22 negotiations and understandings between the Parties shall be deemed merged into this Agreement. The
23 signatories represent that they are fully authorized to enter into this Agreement and are fully authorized
24 to bind the Parties to all terms stated herein.

25 **8.1.1. Counterparts and Signatures.** This Agreement may be executed in
26 counterparts, and when all signatories have signed and delivered at least one such counterpart, each
27 counterpart shall be deemed an original, and when taken together with other signed counterparts, shall
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1 constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party
2 may sign and deliver this Agreement by signing on the designated signature block and transmitting that
3 signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail shall be
4 deemed an original signature and shall be binding upon the party who transmits the signature page.

5 **8.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
6 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
7 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
8 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
9 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
10 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
11 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
12 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
13 any and all of the provisions of this Agreement.

14 **8.1.3. Construction.** The determination of the terms and conditions of this Agreement
15 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
16 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
17 construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement
18 have been inserted for convenience of reference only and shall have no effect upon the construction or
19 interpretation of any part of this Agreement.

20 **8.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
21 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as
22 to render all provisions of this Agreement valid and enforceable.

23 **8.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
24 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
25 upon the request of another, agrees to perform such further acts and to execute and deliver such other
26 documents as are reasonably necessary to carry out the provisions of this Agreement.

8.3. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

8.4. Disputes. If Settlement Class Members have a dispute regarding the information listed on their Class Notice, the Administrator will consult with the Parties to determine whether an adjustment is warranted. Defendant's records will be presumed determinative.

8.5. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

PLAINTIFF

Dated: June 8, 2023

Antonio J Jaramillo Delacruz

ID 27E7H5r5uLN5zh1h4ZBs2GHy

Antonio Jesus Jaramillo De La Cruz

COUNSEL FOR PLAINTIFF AND CLASS

Dated: June 7, 2023

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: June 9, 2023

Dean Weidner, on behalf of
Weidner Property Management, LLC

COUNSEL FOR DEFENDANT

Dated: June 12 , 2023

George W. Abele
Jennifer Milazzo
PAUL HASTINGS LLP

EXHIBIT A

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Antonio Jesus Jaramillo de la Cruz v. Weidner Property Management, LLC,
Superior Court of the State of California for the County of Sacramento, Case No. 34-2021-00308697

If you are a current or former employee of Weidner Property Management, LLC, who was employed (i) as an exempt employee in the State of California from September 22, 2017, through April 1, 2023 (“Exempt Class Member”), (ii) as a non-exempt employee in the State of California and was paid sick pay wages in any workweek from September 22, 2017, through April 1, 2023, in which you also earned non-hourly remuneration, including but not limited to non-discretionary bonuses and rent discount incentives (“Sick Pay Class Member”), or (iii) as a non-exempt employee in the State of California from February 10, 2021, through April 1, 2023 (“Non-Exempt Class Member”), you could receive a payment from a class action settlement (hereinafter, “Settlement”).

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Sacramento (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action filed by Plaintiff, Antonio Jesus Jaramillo De La Cruz, against Defendant, Weidner Property Management, LLC, which has been designated Case No. 34-2021-00308697 (the “Action”).

- The Action alleges that Defendant violates the California Labor Code and pursues claims for (1) unpaid overtime; (2) unpaid sick pay wages; (3) failure to provide meal and rest periods; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; and (6) failure to reimburse business expenses. On these bases, the Action pursues class action and PAGA claims.
- The Court has not decided that Defendant did anything wrong. Defendant denies Plaintiff’s allegations and maintains it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the settlement, it would provide a cash fund for members of the Class to split based on the number of relevant workweeks that they each received during the relevant period.
- Based on Defendant’s records, you worked **XXX** relevant workweeks as a Class Member. An *estimate* of the amount that could be allocated to you is **\$XXX**. Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the class action settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you may not object to the class action settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.
OBJECT	You may object to the class action settlement by submitting a written objection. If you object and the Court grants final approval of the class action settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the settlement.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (xxx) xxx-xxxx.

If the Court approves the PAGA settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you are a “Class Member” because you are or were one or more of the following: (i) an exempt employee in the State of California from September 22, 2017, through April 1, 2023 (“Exempt Class Member”), (ii) a non-exempt employee in the State of California who was paid sick pay wages in any workweek from September 22, 2017, through April 1, 2023, in which you also earned non-hourly remuneration, including but not limited to non-discretionary bonuses and rent discount incentives (“Sick Pay Class Member”), or (iii) a non-exempt employee in the State of California from February 10, 2021, through April 1, 2023 (“Non-Exempt Class Member”). You also may be a PAGA Employee if you are a Class Member who worked in the State of California at any time from July 14, 2020, through April 1, 2023. PAGA Employees may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminarily approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Kelsey A. Webber of Webber & Egbert Employment Law, P.C. as Class Counsel. Based on their investigation and evaluation, they are of the opinion that the terms of Settlement are fair, reasonable, adequate, and in the best interests of Class Members. The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

2. What Is the Action About?

On September 21 and 22, 2021, Plaintiff filed complaints in Court that alleged Defendant violated the California Labor Code. The operative complaint in the Action addresses alleged violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2698 et seq., and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the “UCL”).

Specifically, the Action alleges that Defendant violated the Labor Code by failing to pay all overtime wages due, failing to pay all sick pay wages due, failing to authorize and permit duty-free rest periods, failing to provide duty-free meal periods, failing to pay all additional hours of regular rate wages due for missed rest periods and meal periods, failing to provide accurate itemized wage statements, and failing to reimburse necessary and reasonable business expenses.

Defendant denies (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, and (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$140,000.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, LWDA Payment, and Individual Class Payments & Individual PAGA Payments awarded by the Court. The Court may approve payment of (i)

Administration Costs to the Administrator for administering the settlement (printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys' Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for his efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

PAGA Penalty Fund: The Settlement requests that the Court approve a PAGA Penalty Fund of \$14,000.00. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund, or \$10,500.00, will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund, or \$3,500.00, will be allocated and entirely payable to PAGA Employees as described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to PAGA Employees, respectively, without the need to submit a claim form. Allocations for amounts payable to Settlement Class Members will be based on the number of relevant workweeks they worked from September 22, 2017, through April 1, 2023, as Exempt Class Members or Sick Pay Class Members and from February 10, 2021, through April 1, 2023, as Non-Exempt Class Members. Allocations for amounts payable to PAGA Employees will be based on the number of relevant workweeks they worked from July 14, 2020, through April 1, 2023.

33% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments and Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting. Through this settlement, each Settlement Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$46,666.67) and (b) litigation costs of up to \$10,000.00.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payments. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$6,500.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and any of its parents or subsidiaries and any of their officers, directors, managing agents, and successors and assigns ("Released Parties") from any and all claims that were pled in the operative complaint in the Action, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose from September 22, 2017, through April 1, 2023. This means that, if you do not timely and formally exclude yourself from the class action

settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you. This release excludes the release of claims not permitted by law.

Upon approval, the LWDA fully releases Defendant and each Released Party from any and all PAGA claims that are based on the Labor Code violations pled in the operative complaint that arose during the PAGA Period.

5. How Do I Object to the Class Action Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the class action settlement and approves the PAGA settlement.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. To object to the proposed settlement in writing, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, signature, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by [45 days after the initial mailing of Notice].

If you object, you will remain bound by the class action settlement if finally approved and bound by the PAGA settlement if approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement. Regardless of whether you object to the class action settlement, you will be bound by the PAGA settlement if approved.

6. How Do I Opt Out of the Class Action Settlement?

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, will not receive any Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion" and include your name, signature, address, and last four digits of your Social Security number. Any such Request for Exclusion must be postmarked by [45 days after the initial mailing of Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

8. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator: xxx xxx xxx, California xxx Telephone: (xxx) xxx-xxxx	Class Counsel: DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	WEBBER & EGBERT EMPLOYMENT LAW, P.C. Kelsey A. Webber (kelsey.webber@webberlawgroup.com) 333 University Ave, Suite 200 Sacramento, California 95825 Telephone: (916) 588-0683
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PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (xxx) xxx-xxxx.