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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

GEOVANNI ALVARADO, individually, and
on behalf of other aggrieved employees pursuant
to the California Private Attorneys General Act;

Plaintiff,

vs.

RELIANT REAL ESTATE
MANAGEMENT, INC., a California
corporation; THE REMM GROUP, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVSB2127151

Honorable Joseph B. Widman
Department S36

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE
FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement
Agreement and Release, Attorneys' Fees and
Costs, General Release Fee, and Settlement
Administration Costs; Declaration of Plaintiff
(Geovanni Alvarado); and [Proposed] Order and
Judgment filed concurrently herewith]

Date: June 12, 2025
Time: 8:30 a.m.
Department: S36

Complaint Filed: September 20, 2021
Trial Date: None Set

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Geovanni Alvarado (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as

a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not

1 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County
2 Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County
3 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County
4 Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
5 representative action cases have resulted in settlements that have been granted court approval.
6 He has handled over one hundred and fifty (150) mediations and has worked on over two
7 hundred and fifty (250) class action or representative action cases which have resulted in
8 settlement.

9 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
11 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
12 Georgetown University Law Center in 2010. She is admitted to practice in California (since
13 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
14 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S.
15 Supreme Court. She has taken and defended dozens of depositions and successfully handled
16 motion practice in class action cases regarding discovery (including and not limited to, regarding
17 class contact information), class certification (both contested class certification and stipulated
18 class certification), arbitration agreements, coordination, intervention. She has successfully
19 handled briefing and oral argument on appeal, and obtained notable decisions regarding the
20 Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g.,
21 *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert.
22 denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8
23 Cal.5th175 (2019). She also has extensive experience with class action and/or representative
24 action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has
25 handled the class certification and court approval process for hundreds of class action and/or
26 representative action matters that have successfully resolved. She is a member of the California
27 Employment Lawyers Association.

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6. I, Helene Mayer, am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from University of San Diego School of Law in 2020. I was admitted to practice law in California in 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal District Courts in the State of California. I have worked on wage-and-hour class action and PAGA representative cases, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked at law firms focused primarily on family law matters, including, *inter alia*, representing clients in divorce, parentage, child custody, and domestic violence restraining order proceedings, researching, and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion practice, and making court appearances.

THE LAWSUIT

7. Plaintiff Geovanni Alvarado is a former employee of Defendant and worked as an hourly-paid Maintenance Technician from approximately February 2018 to approximately September 2020.

8. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff that was dated July 14, 2021 (“PAGA Notice”) The PAGA Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notices. A true and correct copy of the PAGA Notice is attached hereto as “EXHIBIT 1.”

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9. On September 20, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendant in the San Bernardino County Superior Court (“Court”), Case No. CIVSB2127151 (the “Action”). Plaintiff’s core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

10. On December 20, 2021, Defendant filed an Answer to the Operative Complaint. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

11. On February 28, 2022, Plaintiff propounded multiple sets of discovery requests on Defendant, including Form Interrogatories—General (Set One), Special Interrogatories (Sets One, Two, and Three), and Requests for Production of Documents (Set One), and noticed the deposition of Defendant’s Person Most Knowledgeable. On March 2, 2023, Plaintiff’s counsel deposed Defendant’s Person Most Knowledgeable designee.

12. On October 6, 2023, the Parties mediated the Action with Todd Smith, Esq., and, with the aid of the mediator’s evaluation and further settlement negotiations, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

THE SETTLEMENT REACHED IN THE ACTION

13. Marked and attached hereto as “**EXHIBIT 2**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff, individually and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and

Defendant. The Parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “**EXHIBIT A**” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

14. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Release Period (“Aggrieved Employees”). The “PAGA Release Period” means the period between July 14, 2020 and the date of the Court’s approval. Based on information provided by Defendant, it is estimated that during the PAGA Release Period, there are approximately 347 Aggrieved Employees who are credited with 9,819 Compensable Pay Periods.

15. Defendant has agreed to pay the gross amount of \$400,000.00 (“Total Settlement Amount”), subject to possible increase under section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of \$180,000.00 for attorneys’ fees and up to \$6,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee in the amount of \$10,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$5,000.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel only seeks an award of attorney’s fees in the amount of \$160,000.00 and an award of reimbursement of litigation costs and expenses in the amount of \$6,000.00, and assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$219,000.00. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the

LWDA, which is estimated to be \$164,250.00 (“LWDA Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$54,750.00 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Release Period (“Compensable Pay Periods”). The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$5,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

16. The effectiveness of Plaintiff’s Counsel, Lawyers for Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

17. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the Parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on October 6, 2023, conducted by Todd Smith, Esq., a well-respected mediator knowledgeable in complex labor and employment matters. With the aid of the mediator and additional settlement negotiations thereafter, the Parties reached the Settlement described herein. In the course of mediation and settlement discussions, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay calculations, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence

1 produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals,
2 among other things. During all settlement discussions, the Parties conducted their negotiations at
3 arm's length in an adversarial position.

4 18. Prior to reaching the Settlement, the Parties investigated the veracity, strength,
5 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
6 significant investigation and formal and informal discovery and exchange of information,
7 documents, and data regarding the facts of the case, including and not limited to, the review,
8 consideration, and analysis of a large volume of information, documents, and data obtained from
9 Plaintiff, Defendant, and other sources. Plaintiff's Counsel propounded multiple sets of formal
10 written discovery requests onto Defendant (specifically, Form Interrogatories—General (Set
11 One), Special Interrogatories (Sets One, Two, and Three), and Requests for Production of
12 Documents (Set One)), and noticed and deposed Defendant's PMK designee regarding
13 organizational structure, wage and hour practices, and affirmative defenses, along with requests
14 for production of documents. The information, documents, and data that were reviewed and
15 analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's employment records
16 (including his earning statements, job application, and timekeeping records); a detailed sampling
17 of Aggrieved Employees' time and pay data; Defendant Reliant Real Estate Management, Inc.'s
18 May 2020 Employee Handbook; job descriptions; various forms; agreements (such as,
19 Defendant's Mutual Agreement to Arbitrate Claims & Class Action Waiver, Disclosure
20 Regarding Background Investigation, Personally-Owned Tools Business Agreement, and
21 Property Return Agreement) and acknowledgments (such as, Defendant's General Handbook
22 Acknowledgement, Acknowledgment and Authorization for Background Check, and
23 Acknowledgment of Notice and Arbitration Agreement); and Defendant's operations and
24 employment practices, policies, and procedures (such as, Defendant's Timekeeping Policy, On-
25 Site Professional Dress Code Guidelines, Arbitration Policy, Computer Policy, and Wage and
26 Hour Policies), among other documents. Counsel for the Parties undertook significant
27 investigation and evaluation of the PAGA claim and related allegations, including, and not
28 limited to, calculating the potential monetary recovery under PAGA. Other work performed by

Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, arbitration, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement approval motion papers), the mediation brief, and the settlement agreement; propounding written discovery requests, including noticing and deposing Defendant's Person Most Knowledgeable designee; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings; among other tasks. Counsel for the Parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay calculations, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

19. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

20. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties.

**THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE
OF POSSIBLE OUTCOMES**

21. In order for Plaintiff to prevail on the PAGA claim, he would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff raise individualized issues and/or are not suitable for adjudication as to a group of employees.

22. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

23. Defendant also challenged Plaintiff's standing as aggrieved employee and denied that any of its other employees whom Plaintiff seeks to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not

1 been aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235
2 Cal.App.3d 496, 504 (Trial courts have “broad discretion to determine the order of proof in the
3 interest of judicial economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the
4 convenience of witnesses, the ends of justice, or the economy and efficiency of handling the
5 litigation would be promoted thereby, on motion of a party, after notice and hearing, make an
6 order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or
7 any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any
8 cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal.
9 Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence and timing of
10 discovery for the convenience of parties and witnesses and in the interests of justice”); *Horton v.*
11 *Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is
12 allowed to avoid wasting time and money on trial when litigation of issues could be rendered
13 moot).

14 24. Defendant pointed to case law that held that, given the derivative nature of the
15 PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate
16 the requisite elements to establish the various alleged violations of the California Labor Code
17 that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*,
18 failure to properly pay wages, failure to provide compliant meal and rest periods, failure to
19 reimburse for expenses, etc.

20 25. Further, Defendant also maintained that, in addition to its strong arguments
21 against the underlying claims, taking the current unsettled state of law, it would be unjust to
22 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
23 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
24 established methodology for the valuation and/or assessment of PAGA penalties, and case
25 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
26 actually assessed by trial courts is far less than the amount sought.

27 26. Defendant also argued that an important feature of PAGA is that the Court retains
28 discretion to lower the penalties if, based on the facts and circumstances of the particular case, to

do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, *arguendo*, such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered “initial violations” and thus heightened “subsequent violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”). Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered “willful.” Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied, and continues to deny, that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

27. Plaintiff’s Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See *e.g.*,

1 *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104,
2 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award
3 PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from the
4 maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County
5 Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested,
6 the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517,
7 529 (of \$75 million in penalties sought, the court affirmed the trial court’s \$150,000 PAGA
8 penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation);
9 *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-
10 00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego
11 County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
12 *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016
13 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v*
14 *American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no
15 PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015)
16 (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite*
17 *Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court
18 declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx)
19 (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA
20 penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-
21 00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of
22 \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery*
23 *Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined
24 to award PAGA penalties after trial awarding wages to class on the basis that, *inter alia*, the
25 lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to
26 remedy ongoing or future violations, corporate defendants corrected violations and were no
27 longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on
28 individual defendants would not be confiscatory).

28. Importantly, Defendant also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding mutual agreements to arbitrate claims and class action waivers. Defendant contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id.* at 693.

29. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties

1 if an employer meets certain conditions, has created uncertainty regarding the future of claims
2 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and
3 also now, there is uncertainty regarding the PAGA claim.

4 30. While Plaintiff disagrees with Defendant's contentions and maintains that his
5 PAGA claim has merit, in reaching the settlement, Plaintiff and his counsel took into account the
6 strengths and weaknesses of each side's position and the uncertainty of how the case might have
7 concluded as litigation continued, at trial, and/or upon appeal.

8 31. The Parties had the opportunity to review extensive information, documents, and
9 data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to
10 determine the potential value and strength of the PAGA claim. Counsel for the Parties invested
11 time reviewing and analyzing the relevant information, documents, and data, and this
12 information made it possible to calculate the potential value of the PAGA claim (as discussed
13 below). Accordingly, the Parties have conducted sufficient investigation and review of data,
14 documents, and information to be sufficiently apprised of the nature and extent of the PAGA
15 claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its
16 fairness, adequacy, and reasonableness. The Parties have also considered the settlement
17 negotiations and the recommendations of the mediator Todd Smith, Esq., who is highly
18 knowledgeable in complex labor and employment matters. The Parties have agreed that this case
19 is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the
20 costs, risks, and delays to both sides that would attend further litigation. The Settlement takes
21 into account the strengths and weaknesses of each side's position and the uncertainty of how the
22 case might have concluded as litigation continued, at trial, and/or upon appeal.

23 **ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL**

24 32. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
25 attorneys' fees in the amount of \$160,000.00, which represents forty percent (40%) of the Total
26 Settlement Amount. Pursuant to the contingency-fee agreements entered into by and between
27 Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to contingency-fees of at least forty percent
28 (40%) of the recovery.

33. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

34. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **248.90 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Time and Task Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

35. The work performed in this particular case, the background of Lawyers for Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$850 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los

Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; and final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

36. The Settlement provides for reimbursement of litigation costs and expenses of up to \$6,000.00. Plaintiff's Counsel seeks reimbursement of \$6,000.00 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 4." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement.

GENERAL RELEASE FEE TO PLAINTIFF

37. For his broader individual waiver and release of claims with a California Civil Code section 1542 waiver (set forth in section 8(b) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in an amount up to \$10,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to any Individual Settlement Share he will receive as an aggrieved employee.

Executed this 20th day of May 2025, at Mooresville, North Carolina.

18

DECLARATION OF HELENE MAYER IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS

EXHIBIT 1

LAWYERS FOR JUSTICE

July 14, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: RELIANT REAL ESTATE MANAGEMENT, INC.; THE REMM GROUP

Dear Representative:

We have been retained to represent Geovanni Alvarado against Reliant Real Estate Management, Inc., and The REMM Group (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Reliant Real Estate Management") for violations of California wage-and-hour laws. Mr. Alvarado seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Alvarado seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Reliant Real Estate Management employed Mr. Alvarado as an hourly-paid, non-exempt employee from approximately February 2018 to approximately September 2020, in the State of California.

The "aggrieved employees" that Mr. Alvarado may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Reliant Real Estate Management has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

Reliant Real Estate Management required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, cleaning the work facility, responding to work related inquiries, handling opening and closing procedures, and remaining on call.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Alvarado and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Alvarado and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Reliant Real Estate Management required Mr. Alvarado and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Reliant Real Estate Management also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Reliant Real Estate Management failed to pay Mr. Alvarado and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Reliant Real Estate Management failed to pay Mr. Alvarado and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Reliant Real Estate Management did not provide Mr. Alvarado and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Reliant Real Estate Management were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Alvarado and

other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Alvarado and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Alvarado and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Alvarado and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Alvarado and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Reliant Real Estate Management failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Alvarado and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Reliant Real Estate Management did not provide Mr. Alvarado and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Reliant Real Estate Management failed to pay Mr. Alvarado and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of

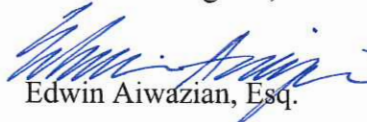
pay for workdays in which Mr. Alvarado and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Reliant Real Estate Management failed to pay Mr. Alvarado and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Alvarado and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Alvarado and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Reliant Real Estate Management. These costs include, but are not limited to, the use of personal vehicles for business-related purposes, the use of personal phones for business-related purposes, the purchasing and maintenance of clothing in compliance with the dress code, the purchasing and maintenance of shoes in compliance with the dress code, and the purchasing of business-related tools and supplies.

Therefore, on behalf of all aggrieved employees, Mr. Alvarado seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Reliant Real Estate Management, Inc.
c/o Douglas S Smith
Agent for Service of Process
50440 Spyglass Hill Drive
La Quinta, CA 92253

The REMM Group
c/o Sara D'Elia
President and CEO
15991 Red Hill Ave., Suite 200
Tustin, CA 92780

EXHIBIT 2

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Giovanni Alvarado (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Reliant Real Estate Management, Inc. doing business as The REMM Group (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant.

(b) Plaintiff was employed by Defendant from approximately February 2018 to approximately September 2020;

(c) On July 14, 2021 Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 233, 234, 245, 246, 510, 512(a), 513, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-837983-21 (the “PAGA Notice”);

(d) On September 20, 2021, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Alvarado v. Reliant Real Estate Management, Inc. et al*, San Bernardino Superior Court Case No. CIVSB2127151 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On October 6, 2023, the Parties mediated the Action with Todd Smith, Esq. and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Four Hundred Thousand Dollars (\$400,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of forty-five percent (45%) of the Total Settlement Amount, which is One-Hundred and Eighty Thousand Dollars (\$180,000.00) if the Total Settlement Amount remains \$400,000.00, and reimbursement of litigation costs and expenses in the amount of up to Six Thousand Dollars (\$6,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Ten Thousand Dollars (\$10,000.00) (“General Release Fee”) to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Dollars (\$5,000.00) (“Settlement Administration Costs”) to Simpluris, Inc. (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Release Period (the “Aggrieved Employees”). The period from July 14, 2020 through the date of the Court’s Court approval of the settlement, whichever is sooner is the “PAGA Period” or “PAGA Release Period.” The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) Based on a review of its records to date, Defendant represents that the Aggrieved Employees consists of 347 individuals who worked approximately 9,819 Compensable Pay Periods during the period from July 14, 2020 to October 6, 2023. If the actual number of Compensable Pay Periods from July 14, 2020 to October 6, 2023 is more than seven and a half percent (7.5%) above 9,819, the Total Settlement Amount will be increased by the percentage that the actual number exceeds 9,819 Compensable Pay Periods (e.g., if the number of pay periods increases by 8.5% to 10,654 workweeks, the Total Settlement Amount will increase by 1%). Alternatively, Defendant shall have the option to change the PAGA Release period end date to the date upon which the total PAGA pay periods reaches 10,555 pay periods, so long as Plaintiff provides at least five court days’ notice to Defendant that he intends to file a motion with the Court to approve the PAGA Settlement, and Defendant confirms in writing that it is exercising such option prior to Plaintiff filing a motion with the Court to approve the PAGA settlement.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and

reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void. Provided, however, that Plaintiff cannot cancel or repudiate the Settlement Agreement if the Court awards an amount of attorney's fees less than the requested in Section 3(a)(i).

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement and as follows:

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Shannon Finley and Michelle Perez-Yanez of Pettit Kohn Ingrassia Lutz & Dolin PC ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval

of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void. If the Court does not grant Approval or conditions approval on any material change to this agreement, the Parties will work together, and in good faith, to modify the Settlement Agreement and otherwise satisfy the Court's concerns. Plaintiff cannot cancel or repudiate the Settlement Agreement if the Court awards an amount of attorney's fees less than the requested in Section 3(a)(i).

7. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between from July 14, 2020 through the date of the Court's Court approval of the settlement ("Compensable Pay Periods"), based on Defendant's personnel records, which will be calculated by the PAGA Settlement Administrator by calculating the length of employment for each Aggrieved Employee based on their dates of employment to determine the number of Compensable Pay Periods. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A," in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s Counsel. At the request of Plaintiff’s Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff’s Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant’s former and/or current parent corporations, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the

PAGA Members, as well as each of its/their current and/or former officers, directors, managers, owners, executives, partners, executive-level employees, management level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the “Released Parties”), to the full extent permitted by law, of all claims for civil penalties under California Labor Code Section 2698, et seq. (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the operative complaint, arising during the PAGA Period, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 233, 234, 245, 246, 510, 512(a), 513, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 1-2001, 4-2001, 7-2001, 9-2001, and 16-2001 (collectively, the “Released Claims”). To the extent any of these sections were not included in Plaintiff’s PAGA notice, Plaintiff will send an amended PAGA notice to the Labor Workforce Development Agency and amend his complaint.

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff’s employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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 understands and agrees that claims or facts in addition to or different from those which

are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152 and all copies and summaries of the Aggrieved Employee data provided to Plaintiff's Counsel by Defendant in connection with the mediation or other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

(e) This Settlement and Agreement shall remain confidential in every respect until the Parties' Motion for Approval of the Settlement is filed with the Court. Plaintiff and Plaintiff's counsel will not (a) issue any press or other media release, (b) initiate any contact with the press, other media (including social media), or any third party, (c) respond to any inquiry from the press, or media, or (d) have any communication with the press or other media about the Action, including, but not limited to the fact, amount, and/or terms of the Settlement, either before or after the Court approves this Agreement. If ever contacted by the press about this case or its resolution, the Parties and counsel shall decline to comment. Plaintiff and Plaintiff's counsel agree to keep the terms of the Settlement Agreement confidential, except as reasonably necessary to obtain judicial approval of the Settlement Agreement. To the extent limited public disclosures are required to effectuate the Settlement Agreement or to notify courts or parties, such limited and necessary details may be revealed with the consent of all Parties. However, any such disclosures shall not constitute a waiver of confidentiality with respect to any information not publicly disclosed. Provided, however, that this Section shall not restrict in any way Plaintiff's counsel's fulfillment shall not restrict Plaintiff's counsel from providing any documents or communications to the of any ethical obligations or fiduciary duties owed to Plaintiff or to the Aggrieved Employees, and LWDA as required by law.

(f) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Todd Smith, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(g) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(h) Defendant shall provide a declaration regarding its financial condition justifying why financial discounting was warranted.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 12/05/2024, 2024

Electronically Signed 2024-12-06 02:18:02 UTC - 67.49.8.238
Nintex AssureSign® 45d17428-e251-4df3-b851-b23a01738b5b



Giovanni Alvarado
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Reliant Real Estate Management, Inc., dba, The
REMM Group

Date: December 3, 2024


Name: SHAWN M. CONERTY
Title: CFO

Approved as to form and content.

LAWYERS *for* JUSTICE, PC

Date: _____, 2024

Arby Aiwazian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiff Giovanni Alvarado

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

Date: _____, 2024

Michelle Perez-Yanez
Shannon Finley
Attorneys for Defendants Reliant Real Estate
Management, Inc. dba The REMM Group

Reliant Real Estate Management, Inc., dba, The
REMM Group

Date: _____, 2024

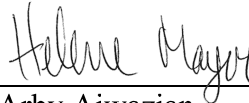
Name:

Title:

Approved as to form and content.

LAWYERS *for* JUSTICE, PC

Date: December 9, 2024



Arby Aiwarzian

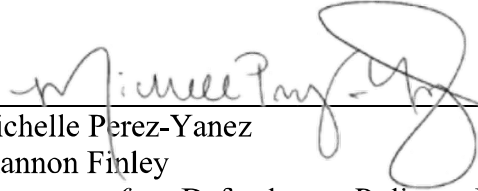
Joanna Ghosh

Helene Mayer

Attorneys for Plaintiff Giovanni Alvarado

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

Date: December 9, 2024, 2024



Michelle Perez-Yanez

Shannon Finley

Attorneys for Defendants Reliant Real Estate
Management, Inc. dba The REMM Group

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Alvarado v. Reliant Real Estate Management, Inc. et al*, San Bernardino Superior Court Case No. CIVSB2127151

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Alvarado v. Reliant Real Estate Management, Inc. et al*, San Bernardino Superior Court Case No. CIVSB2127151 ("Action").

The lawsuit was filed on September 20, 2021 by Giovanni Alvarado ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 14, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 233, 234, 245, 246, 510, 512(a), 513, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001 thereby initiating LWDA Case Number LWDA-CM-837983-21 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant Reliant Real Estate Management, Inc. doing business as The REMM Group ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Release Period ("Aggrieved Employees"). The period from July 14, 2020 through the date of the Court's Court approval of the settlement is the "PAGA Period" or "PAGA Release Period."

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant Reliant Real Estate Management, Inc. doing business as The REMM Group, and any of its/their former and/or current parent corporations, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the PAGA Members, as well as each of its/their current and/or former officers, directors, managers, owners, executives, partners, executive-level employees, management level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives both individually and in their business capacities.

"Released Claims" means all claims for civil penalties under California Labor Code Section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the operative complaint, arising during the PAGA Period, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 233, 234, 245, 246, 510, 512(a), 513, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 1-2001, 4-2001, 7-2001, 9-2001, and 16-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will

be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

EXHIBIT 3

GEOVANNI ALVARADO V. RELIANT REAL ESTATE MANAGEMENT INC., ET AL.
San Bernardino County Superior Court, Case No. CIVSB2127151

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Geovanni Alvarado (“Plaintiff”) During the Case	17.50
Investigate, Communicate with, and/or Interview Aggrieved Employees and/or Percipient Witnesses	8.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff’s Private Attorneys General Act, California Labor Code section 2698, <i>et seq.</i> (“PAGA”) Claim, Conduct Legal Research and Analysis Regarding the Claim, and Draft, Review, and/or Revise Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 20, 2021)	8.50
Review Court’s Initial Case Management Conference Order and Guidelines for the Complex Litigation Program (filed on November 8, 2021)	0.20
Review Defendant Reliant Real Estate Management, Inc’s (“Defendant”) Jury Demand (served on December 20, 2021)	0.10
Review Defendant’s Answer to Plaintiff’s Complaint (served on December 20, 2021) and Research Affirmative Defenses in Defendant’s Answer	1.50
Meet and Confer with Defendant’s Counsel, and Draft, Review, and/or Revise Joint Report for Initial Case Management Conference (filed on January 26, 2022)	1.40
Review Court’s Minute Order Re: Complex Case Management Conference (filed on February 4, 2022)	0.10
Review Clerk’s Notice of Continuance Re: Further Case Management Conference (filed on July 13,	0.10

2022)	
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Report for Case Management Conference (filed on August 10, 2022)	1.20
Draft Plaintiff's Notice of Posting Jury Fees (filed on August 22, 2022)	0.10
Review Court's Minute Order Re: Further Case Management Conference (filed on August 24, 2022)	0.10
Review Court's Notice of Re-Assignment of Case for All Purposes (filed on November 7, 2022)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference and [Proposed] Order Thereon (filed on January 30, 2023)	0.50
Review Court's Order Granting Parties' Joint Stipulation to Continue Case Management Conference (filed on February 2, 2023)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on February 16, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Report for Case Management Conference (filed on April 17, 2023)	0.80
Review Court's Minute Order Re: Further Case Management Conference (filed on April 25, 2023)	0.10
Draft Plaintiff's Notice of Ruling from April 25, 2023 Further Case Management Conference (filed on April 27, 2023)	0.10
Review Court's Minute Order Re: Further Case Management Conference (filed on October 23, 2023)	0.10
Review Defendant's Notice of Ruling Re: Case Management Conference (served on October 30, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement (filed on November 20, 2023)	0.40
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement and Stipulation to Vacate Trial Setting Conference and [Proposed] Order Thereon (filed on December 11, 2023)	0.70

Review Court's Minute Order Re: Trial Setting Conference (filed on December 28, 2023)	0.10
Draft Plaintiff's Notice of Ruling Re: December 28, 2023 Hearing (filed on January 22, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Settlement (filed on April 11, 2024)	0.40
Review Court's Minute Order Re: Order to Show Cause Re: Settlement (filed on April 26, 2024)	0.10
Draft Plaintiff's Notice Regarding April 26, 2024 Order to Show Cause Regarding Dismissal Hearing (Settlement) (filed on April 29, 2024)	0.10
Review Court's Notice of Re-Assignment of Case for All Purposes (filed on May 18, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Settlement (filed on June 10, 2024)	0.40
Review Defendant's Order on Notice of Remote Appearance (filed June 13, 2024)	0.10
Review Defendant's Request for Relief from Sanctions and Declaration of Michelle Perez-Yanez, Esq. in Support Thereof (filed on June 24, 2024)	0.20
Review Court's Minute Order Re: Order to Show Cause Re: Settlement (filed on June 25, 2024)	0.10
Review Defendant's Order on Notice of Remote Appearance (filed July 3, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Settlement (filed on September 16, 2024)	0.40
Review Court's Minute Order Re: Order to Show Cause Re: Settlement (filed on October 1, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Settlement (filed on December 19, 2024)	0.30
Review Clerk's Notice of Continuance Re: Status Re: (Predisposition): Filing of Motion for Preliminary Approval (filed on December 26, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Settlement (filed on February 14, 2025)	0.30

Review Court's Portal Minute Order Re: Status Re: (Predisposition): Filing of Motion for Preliminary Approval (filed on March 4, 2025)	0.10
Draft Plaintiff's Notice Regarding March 4, 2025 Order to Show Cause Regarding Dismissal Hearing (Settlement) (filed on March 28, 2025)	0.10
Appearances	
Prepare for and Remotely Attend Complex Case Management Conference (February 4, 2022)	0.90
Prepare for and Remotely Attend Further Case Management Conference (August 24, 2022)	0.70
Prepare for and Remotely Attend Further Case Management Conference (April 25, 2023)	0.90
Prepare for and Remotely Attend Trial Setting Conference and Order to Show Cause Re: Potential Sanctions for Plaintiff's Failure to Appear on October 23, 2023 (December 28, 2023)	1.10
Prepare for and Remotely Attend Order to Show Cause Re: Settlement (April 26, 2024)	0.90
Prepare for and Remotely Attend Order to Show Cause Re: Settlement (June 25, 2024)	0.80
Prepare for and Remotely Attend Order to Show Cause Re: Settlement (October 1, 2024)	0.50
Prepare for and Remotely Attend Status Re (Predisposition): Filing of Motion for Preliminary Approval (March 4, 2025)	1.10
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff (served on January 22, 2021)	1.80
Draft Follow-up Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff (served on March 22, 2021)	0.50
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff (served on April 6, 2021)	5.80

Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) to Defendant Reliant Real Estate Management, Inc. (served on March 2, 2022)	4.10
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) to Defendant The REMM Group (served on March 2, 2022)	3.50
Review Defendant's Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), Request for Production of Documents (Set One), and Corresponding Production of Documents (served on May 27, 2022)	9.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Reliant Real Estate Management, Inc. DBA The REMM Group and Requests for Production of Documents (Organizational Structure and Wage and Hour Practices; noticed for March 2, 2023) (served on February 17, 2023)	2.50
Review and Analyze Defendant Reliant Real Estate Management, Inc. DBA The REMM Group's Objections to Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Reliant Real Estate Management, Inc. DBA The REMM Group and Requests for Production of Documents (served on February 23, 2023)	0.80
Review and Analyze Additional Documents Produced by Defendant (served on March 2, 2023)	0.90
Prepare for and Take the Deposition of Defendant's Person Most Knowledgeable Yong Held (March 2, 2023; via Videoconference), and Review Deposition Transcript	10.50
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Giovanni Alvarado for Penalties Under California Labor Code Section 2698, <i>et seq.</i> (served on July 14, 2021)	4.50
Draft Correspondence to, Meet and Confer with, and/or Respond to Correspondence from, Defendant's Counsel	16.50

Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation (approximately 4,402 pages)	53.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Penalties Analysis and Calculations (submitted on October 3, 2023)	32.50
Attend Mediation Session (October 6, 2023; via Video Conference)	10.50
Continue to Investigate and Evaluate PAGA Claim and Defendant's Business Circumstances and Financial Situation (including, <i>inter alia</i> , PPP Loan), and Engage in Settlement Negotiations After Unsuccessful Mediation	7.50
Review and Analyze Mediator's Proposal (accepted on October 27, 2023)	1.50
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on December 9, 2024), and Related Cover Letter to Aggrieved Employees	12.50
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Helene Mayer in Support Thereof, Declaration of Plaintiff Giovanni Alvarado in Support Thereof, and [Proposed] Order and Judgment	17.50
Total Hours:	248.90

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Alvarado vs. Reliant Real Estate Management, Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/14/2021	U.S. Postmaster	Postage	\$15.00
7/14/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
9/20/2021	Legal Document Server, Inc.	Attorney Service	\$210.99
9/20/2021	San Bernardino Superior Court	Complex Filing Fee	\$1,000.00
9/20/2021	San Bernardino Superior Court	Complaint Filing Fee	\$435.00
11/24/2021	Legal Document Server, Inc.	Attorney Service	\$130.00
12/9/2021	Legal Document Server, Inc.	Attorney Service	\$130.00
1/26/2022	Legal Document Server, Inc.	Attorney Service	\$130.00
2/7/2022	CourtCall, LLC	Attorney Service	\$94.00
7/18/2022	Legal Document Server, Inc.	Attorney Service	\$150.00
8/10/2022	Legal Document Server, Inc.	Attorney Service	\$150.00
8/22/2022	Legal Document Server, Inc.	Attorney Service	\$160.13
8/22/2022	San Bernardino Superior Court	Jury Fee	\$150.00
8/25/2022	CourtCall, LLC	Attorney Service	\$94.00
1/30/2023	Legal Document Server, Inc.	Attorney Service	\$151.35
1/30/2023	San Bernardino Superior Court	Stipulation & Order Fee	\$20.00
2/16/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
4/17/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
4/19/2023	CourtCall, LLC	Attorney Service	\$72.00
4/27/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
6/1/2023	Los Angeles Superior Court	Document Download Fee	\$33.40
6/2/2023	Todd Smith, Esq.	Mediation Fee	\$9,000.00
10/6/2023	Morgan Barney	Travel Reimbursement	\$40.13
12/11/2023	Legal Document Server, Inc.	Attorney Service	\$17.09
12/26/2023	Legal Document Server, Inc.	Attorney Service	\$34.18
1/22/2024	Legal Document Server, Inc.	Attorney Service	\$17.09
4/11/2024	Legal Document Server, Inc.	Attorney Service	\$17.09
5/30/2024	Legal Document Server, Inc.	Attorney Service	\$17.20
6/10/2024	Legal Document Server, Inc.	Attorney Service	\$17.20
6/17/2024	CourtCall, LLC	Attorney Service	\$72.00
9/16/2024	Legal Document Server, Inc.	Attorney Service	\$180.00
10/11/2024	San Bernardino Superior Court	Document Download Fee	\$4.50
12/19/2024	Legal Document Server, Inc.	Attorney Service	\$155.00
12/19/2024	Legal Document Server, Inc.	Attorney Service	\$45.00
2/14/2025	Legal Document Server, Inc.	Attorney Service	\$135.00
2/14/2025	Legal Document Server, Inc.	Attorney Service	\$45.00
4/1/2025	Legal Document Server, Inc.	Attorney Service	\$135.00
4/9/2025	Legal Document Server, Inc.	Attorney Service	\$18.90

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Alvarado vs. Reliant Real Estate Management, Inc. (PAGA)

Total: \$13,601.25