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Attorneys for Plaintiffs Lori Mayo-Hicks and Magdalena Moya, the Class Members and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ**

LORI MAYO-HICKS, an individual;
and MAGDELENA MOYA, an
individual,

Plaintiffs,

v.

ALLEN PROPERTY GROUP, INC., a
California Corporation; and DOES 1–
50, inclusive,

Defendants.

Case No.: 24CV00617

**DECLARATION OF FRANK ZECCOLA,
ESQ., IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

Hearing Date: July 22, 2025

Time: 8:30 a.m.

Department: 10

Judge: Hon. Timothy Schmal

Complaint filed: February 29, 2024

Trial date: Not set

ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
7/2/2025 11:46 AM
Clerk of the Court by Deputy,
Karen Broughton



1 I, Frank Zeccola, declare as follows:

2 1. I am a licensed California attorney that is admitted to practice before all state courts in
3 California. I am the attorney of record for Plaintiffs Lori Mayo-Hicks and Magdalena Moya
4 (“Plaintiffs”). I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of
5 Class Action Settlement.

6 2. Attached and lodged as **Exhibit 1** is a true and correct copy of the Class & PAGA Settlement
7 Memorandum of Understanding (“Settlement Agreement”). The Settlement Agreement requires
8 Defendant Allen Property Group (“APG” or “Defendant”) to deposit the sum of \$475,000.00 (the
9 “Gross Settlement Amount”) with the Settlement Administrator to settle this matter. APG shall fund
10 the Gross Settlement Amount within 21 days after a signed order providing final approval in this
11 matter. (See Settlement Agreement 1.)

12 **QUALIFICATIONS AND EXPERIENCE OF CLASS COUNSEL**

13 3. I was admitted to the State Bar of California in 2016 and am admitted to practice law in all
14 courts in California as well as in the Southern, Central, Northern, and Eastern United States District
15 Courts of California. Lori Costanzo was admitted to the State Bar of California in 1989. Luiza Dias
16 was admitted to the State Bar of California in 2018.

17 4. We have all been actively practicing law as litigators since we were admitted to the California
18 State Bar. We have tried cases before juries, courts, and arbitration proceedings throughout
19 California.

20 5. We have handled and represented thousands of employees in in employment, labor, and wage-
21 and-hour matters before State and Federal Court in mass and class actions and have serve as lead
22 Class counsel in several other class actions in both state and federal courts.

23 6. We have handled many actions involving Labor Code violations, and related issues and am
24 currently lead class counsel in at least six other pending cases in State and Federal Courts in
25 California.

26 7. We have no relationship with any Plaintiff other than an attorney-client relationship.
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PLAINTIFFS CONTEND APG VIOLATED CALIFORNIA LABOR LAWS

8. Plaintiffs Lori Mayo-Hicks and Magdalena Moya, individually and on behalf of all other similarly situated property workers, filed this wage-and-hour class action against their former employer, Allen Property Group, Inc. on February 29, 2024. The Class consists of all current and former non-exempt employees who have or continue to work for Defendant employer in California at any time from February 29, 2020, to December 31, 2024. In their Complaint, Plaintiffs alleged the following causes of action against Defendant: (1) Failure to Compensate for All Hours Worked, (2) Failure to Pay All Minimum Wages, (3) Failure to Pay All Overtime Wages, (4) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums, (5) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums, (6) Failure to Maintain Accurate Employment Records, (7) Failure to Pay Wages Timely during Employment, (8) Failure to Pay All Wages Earned and Unpaid at Separation, (9) Failure to Furnish Accurate Itemized Wage Statements, (10) Unlawful Deductions and Failure to Reimburse Business Expenses, (11) Private Attorney General Act, (12) Unfair Business Practices; (13) Unlawful Retaliation, (14) Disability Discrimination, (15) Failure to Prevent Discrimination, Harassment, and Retaliation, and (16) Wrongful Termination.

CLASS DEFINITION: NON-EXEMPT EMPLOYEES OF APG

9. Plaintiffs brought the aforementioned claims on behalf of the Class, which is defined as: All current and former non-exempt employees who have or continue to work for Defendant employer in California at any time from February 29, 2020, to December 31, 2024. Excluded from the Class are those individuals who would otherwise be a Class Member under the above definition but have: timely and properly excluded himself or herself from the Class by submitting a valid and timely request for exclusion.

**PLAINTIFFS CONTEND DEFENDANT FAILED TO COMPENSATE EXEMPT
EMPLOYEES FOR ALL WORK**

10. Plaintiffs alleged that (1) Defendants were required to compensate Plaintiff and Class Members for all hours worked pursuant to the Industrial Welfare Commission Order 1-2001, California Code of Regulations, Title 8, Chapter 5, Section 11070 and Labor Code sections 200-204,

1 225.5, 500, 510, 558 1197, 1198; (2) Plaintiffs and Class Members routinely performed work “off-
2 the-clock”; (3) Defendants failed to track their hours worked and refused to compensate Plaintiff and
3 Class Members for some and/or all of the wages (including overtime wages) earned, in violation of
4 the applicable California Wage Order, Title 8 of the California Code of Regulations and the California
5 Labor Code; (4) Thus, Defendants are liable for an additional violation to the extent Defendants are
6 in fact secretly paying less than the designated wage scale; (5) At all relevant times, Defendants were
7 aware of, and were under a duty to comply with the wage and overtime provisions of the California
8 Labor Code, including, but not limited to California Labor Code sections 200-204, 216, 225.5, 500,
9 510, 558 1197, 1198; (6) Plaintiff and Class Members have been deprived of his/her/their rightfully
10 earned compensation as a direct and proximate result of Defendants’ failure and refusal to pay said
11 compensation; (7) Under California employment laws and regulations, Plaintiff and Class Members
12 are entitled to recover compensation for all hours worked, in addition to reasonable attorney’s fees
13 and costs of suit.

14 **PLAINTIFFS CONTEND DEFENDANT FAILED TO PAY MINIMUM WAGES**

15 11. At all times during the liability period, Plaintiffs alleged that they worked workweeks during
16 which they were not paid or timely paid by Defendants at least minimum wage after deductions and
17 when due as required by California law.

18 **PLAINTIFFS ALLEGE DEFENDANT FAILED TO PROVIDE COMPLIANT MEAL**
19 **AND REST PERIODS**

20 12. Plaintiffs alleged that (1) During the applicable statutory periods here, the Class Members
21 were periodically denied legally compliant and timely off-duty meal periods of at least thirty minutes
22 due to Defendants’ unlawful meal period policy and practices. As a result of Defendants’ uniform
23 meal period policies and practices, the Class Members were often not permitted to take compliant
24 first meal periods before the end of the fifth hour of work. The Class Members were also periodically
25 not permitted to take second meal periods for shifts in excess of ten hours. Defendants thus violated
26 Labor Code section 512 and the Applicable Wage Order by failing to advise, authorize, or permit the
27 Class Members to receive thirty-minute, off-duty meal periods within the first five hours of their
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1 shifts. Accordingly, for each day that the Class Members did not receive compliant meal periods,
2 they were and are entitled to receive meal period premiums pursuant to Labor Code section 226.7
3 and the Applicable Wage Order. Defendants, however, failed to pay the Class Members applicable
4 meal period premiums for many workdays that the employees did not receive a compliant meal
5 period. Thus, Defendants have violated Labor Code section 226.7 and the Applicable Wage Order.
6 (2) Additionally, Defendants periodically did not permit the Class Members to take compliant duty-
7 free rest breaks, free from Defendants' control as required by Labor Code section 226.7, the
8 Applicable Wage Order, and applicable precedent. (See *Augustus v. ABM Security Services, Inc.*
9 (2016) 2 Cal.5th 257, 269 [concluding that "during rest periods employers must relieve employees of
10 all duties and relinquish control over how employees spend their time."].) At all relevant times, the
11 Class Members were periodically not provided with legally compliant and timely rest periods of at
12 least ten minutes for each four-hour work period, or major fraction thereof due to Defendants'
13 unlawful rest period policies/practices. The Class Members were often expected and required to
14 continue working through rest periods to meet the expectations Defendants and finish the workday.
15 In some cases when the Class Members worked more than ten hours in a shift, Defendants failed to
16 authorize and/or permit a third mandated rest period. As a result, the Class Members were periodically
17 unable to take compliant rest periods. Plaintiffs are entitled to, on behalf of themselves and other non-
18 exempt employees, rest period premiums and penalties. Plaintiffs and Class Members are entitled to
19 recover such amounts pursuant to California Labor Code section 226.7(b), plus interest thereon,
20 attorney's fees, and costs of suit.

21 DERIVATIVE CLAIMS

22
23 13. Plaintiffs alleged that, as a result of Defendants' alleged failure to pay all wages owed, failure
24 to authorize and permit all meal and rest periods required by California law, and failure to pay
25 minimum wages, (i) Defendants failed to provide Class Members with proper itemized wage
26 statements, (ii) Defendants failed to pay all wages owing to Class Members upon termination, and
27 (iii) Defendants engaged in unfair competition in violation Business and Professions Code section
28 17200 *et seq.*

THE PARTIES ENGAGED IN SIGNIFICANT DISCOVERY AND INVESTIGATION

14. On February 29, 2024, Plaintiffs filed a class action in the Santa Cruz County Superior Court, bearing Case No. 24CV00617. From February 29, 2024, to February 21, 2025, Class Counsel conducted significant formal discovery and investigation into Plaintiffs' allegations. For example, the Parties engaged in extensive written discovery and completed depositions, including the depositions of both Plaintiffs and several of Defendants' witnesses. APG provided data regarding the Class Members and Aggrieved Employees' pay, exact dates of employment, time records, personnel files extensive amounts of communications, data relating to employee reimbursements, applicable policies and procedures, sworn statements, personnel files, and more. Thousands of pages of documents were exchanged and analyzed by Class Counsel.

15. After the Parties conducted sufficient discovery and investigation, the Parties exchanged additional informal mediation data to evaluate potential damages. On February 21, 2025, the Parties participated in private mediation before a retired judge, the Honorable Jamie Jacobs-May, a well-known and highly regarded wage-and-hour class mediator. After a long and intensive arm's-length mediation, the Parties, represented by counsel, agreed to a settlement of the Action. The Parties thereafter finalized the Settlement Agreement. A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to the Zeccola Declaration submitted herewith.

PLAINTIFFS MEET ALL ELEMENTS FOR CLASS CERTIFICATION

16. The Gross Settlement Amount that APG will pay in connection with the Settlement Agreement is which has been and/or will be paid in full satisfaction of all claims arising from the Action against the Defendant and Released Parties is Four Hundred Seventy-Five Thousand Dollars (\$475,000.00). The Gross Settlement Amount includes Individual Settlement Payments to all Participating Class Members, including Plaintiffs, an Enhancement to Plaintiffs, Settlement Administrator Costs, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as awarded by the Court. The Gross Settlement Amount is the maximum settlement amount to be paid in consideration of this settlement. No further settlement payment shall be required by Defendant.

1 17. The Class Members will be provided notice of this Settlement in English and Spanish, which
2 will include information regarding the nature of the Lawsuit, a summary of the substance of the
3 settlement, the Class Member definition, the procedure for opting-out of or objecting to the
4 Settlement, the date for the final approval hearing and the formula used for calculating Individual
5 Settlement Payments.

6 **THE SETTLEMENT IS FAIR AND REASONABLE AND IN THE BEST INTERESTS**
7 **OF CLASS MEMBERS**

8 18. The settlement of this case is fair, adequate, reasonable, and in the best interests of Class
9 Members. Settlement was reached after a year of litigation, including the depositions of both
10 Plaintiffs and several of Defendant's witnesses, extensive discovery, and thorough review of law
11 surrounding Plaintiff's allegations and potential defenses to the claims in the Action. The settlement
12 avoids significant risks and uncertainty associated with continued litigation of the case, and various
13 defenses asserted by Defendants, and numerous potential appellate issues. The settlement provides
14 great value to Class Members and is the result of extensive arm's-length negotiation—including an
15 all-day mediation before a highly experienced retired Superior Court Judge—and the independent
16 assessment of counsel.

17 19. The extensive discovery and depositions conducted in this matter, as well as discussions
18 between counsel, have been adequate to give the Plaintiff and Class Counsel a sound understanding
19 of the merits of their positions and to evaluate the worth of Class Members' claims. As described
20 above, the Parties conducted extensive investigation and discovery into the facts and law during the
21 prosecution of this action. The Parties propounded and responded to voluminous written discovery
22 and completed multiple depositions.

23 20. Class Counsel interviewed potential witnesses to obtain feedback pertinent to the viability of
24 proceeding on a class basis and as to the ultimate merits of the case. Class Counsel reviewed
25 thousands of pages of documents produced by Defendants, including but not limited to APG's written
26 policies relating to wage-and-hour issues, personnel files, timecards, wage statements, memoranda
27 and correspondence relating to wage and hour issues, job descriptions, schedules, and related
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1 information. Counsel met and conferred and exchanged class-wide data prior to mediation to enable
2 the Parties to conduct detailed damages assessments.

3 21. As described above, the Parties mediated this matter over the course of full day with a well-
4 respected mediator and retired Judge, the Honorable Jamie Jacobs-May. The mediation was an all
5 day, arm's-length mediation which resulted with a settlement of the class and PAGA claims with the
6 assistance of Judge Jacobs-May. After the mediation, the Parties memorialized their agreement in
7 the Settlement Agreement.

8 22. Class Counsel believes that continued litigation would be protracted, expensive, uncertain,
9 and contrary to the interests of Class Members. In light of these realities, settlement is the best way
10 to resolve the disputes between them. Defendant claims that this matter should not be certified, lacks
11 merit, and should not be resolved in Plaintiffs' favor due to the following factors, among others:
12 APG's minimum wage and other wage-and-hour policies and practices are lawful; APG's wage-and-
13 hour practices were lawful; and Any trial would necessarily need to analyze the individual
14 circumstances of employees and, as such, trial would be unmanageable.

15 **PLAINTIFFS ARE CONSCIOUS OF RISKS OF LITIGATION: DEFENDANT DENIES**
16 **LIABILITY AND THAT CLASS TREATMENT IS APPROPRIATE**

17 23. Defendants' claims are described in detail below.

18 24. Defendant denies each and all of the claims and contentions alleged by the Plaintiffs in the
19 Action. Defendant alleges its policies and practices were lawful at all times relevant to this lawsuit.

20 25. APG further contends the compensation received by Plaintiffs for the work performed was
21 always in excess of the required minimum wages and included any expenses which Plaintiffs would
22 have incurred. APG contends its wage statements accurately set forth wages paid including any
23 piece/rate units worked by employees, that all employees were provided with compliant meal and
24 rest periods, and APG's policy is that terminated Class Members are promptly paid. APG argues that
25 derivative claims such as Plaintiff's Unfair Competition claims fail for the same reasons set forth
26 above.
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26. Defendant argues that Plaintiffs cannot point to a single unlawful policy that would be relevant to liability in this case and certainly no policy that could resolve any of Plaintiffs' allegations "in one stroke." Defendant contends that litigation would require an employee-by-employee assessment of whether each non-exempt worker ever was paid less than a minimum wage or not paid for aa work from the piece/rate payments they received. Defendant argues that Courts have proven reluctant, if not hostile, to efforts to try these types of cases on a representative basis. Further, Plaintiffs must prove that a class action would be a superior method to adjudicate the dispute. For these and other reasons, Defendants maintain that certification would most likely be denied. Additionally, Defendant raises significant concerns about whether Plaintiffs could have demonstrated that they were aggrieved employees under PAGA and whether Plaintiffs gave timely notice of those PAGA claims.

CLASS SETTLEMENT IS THE BEST OUTCOME FOR ALL PARTIES

27. In the experience of Class Counsel, the total settlement amount of \$475,000.00 falls well within the acceptable and usual range of settlements of wage and hour disputes of this size, concerning these issues and involving these facts. The estimated Net Settlement Fund is \$213,810.00 (the total settlement amount minus attorney fees of \$190,000.00, Costs of \$8,690.00, Class Service Payments of \$15,000, and Settlement Administrator's Costs of \$8,750.00). If Plaintiff and the Class were to prevail on all claims (with consideration of any offsets or affirmative defenses), Class Counsel estimates that class-wide damages would not exceed \$4,287,150.60, excluding interest (consisting of \$1,079,721.30 in meal period claims, \$1,079,721.30 in rest period claims, \$908,208.00 in waiting time penalties, \$1,084,000.00 in wage statement penalties, and 135,500.00 in recordkeeping penalties). The calculations were based on data gathered by the Defendant regarding Plaintiffs and other Class Members. These materials revealed exactly the total number of workweeks worked by the class members, timecards evidencing potentially missed meal breaks, the average hourly rate paid to the class members, and how many times itemized wage statements were issued.

28. Subject to approval by the Court, the allocation of the Individual Settlement Payment shall be as follows: Class payments shall be classified as 100 percent wages and PAGA shall be 100 percent

1 penalties. The Settlement Administrator will issue a form W-2 for amounts deemed “wages” and an
2 IRS Form 1099 for the portions allocated to penalties and interest. Notwithstanding any amounts of
3 withholding remitted by the Settlement Administrator, all Participating Class Members, Class
4 Counsel, and Plaintiff will be responsible for remitting to state and/or federal taxing authorities any
5 applicable taxes which may be owed on any payment received pursuant to this Agreement. Class
6 Members who may have questions about their tax liability, if any, should consult independent tax
7 counsel. Neither Class Counsel nor Defense Counsel will provide any tax advice to Class Members.

8 29. The formula used for determining each individual settlement award is a typical methodology
9 used to compensate class members in settlements of wage and hour disputes and is appropriate in this
10 case in order to fairly distribute the Settlement among Class Members.

11 **CLASS COUNSEL RECOMMENDS SETTLEMENT**

12 30. While the recommendations of counsel proposing the settlement are not conclusive, the Court
13 can properly take them into account, particularly where, as here, they have been involved in litigation
14 for some period of time, appear to be competent, have experience with this type of litigation, and
15 have obtained substantial data from the opposing party. See Newberg, §11.47. Class Counsel has a
16 combined 50-plus years of experience as trial attorneys in California. Mr. Zeccola has been practicing
17 for almost ten years, with many years of experience litigating wage-and-hour class actions in
18 California. Lori Costanzo, also of Costanzo Law Firm, has been in practice for almost 35 years. Luiza
19 Dias, also of Costanzo Law Firm, has seven years of wage-and-hour class action experience. Given
20 the circumstances of this case, Class Counsel recommends that the Court approve the settlement.

21 31. The Parties were fully informed of the legal issues and potential damages as they entered
22 settlement negotiations, as they had engaged in extensive investigation and discovery. In reaching
23 settlement, counsel on both sides relied on substantial litigation experience in similar employment
24 class actions and a thorough analysis of the legal and factual issues presented in this case.

25 32. The discovery and investigation conducted in this matter, as well as discussions between
26 counsel and with the mediator, have provided Plaintiffs and Class Counsel with a sound
27 understanding of the merits of the case, including the potential value of claims. This Settlement was
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1 reached with the assistance of an experienced mediator and retired Judge after extensive arm's-length
2 bargaining. The discovery conducted in this Action and the information exchanged through discovery
3 and mediation are sufficient to reliably assess the merits of the Parties' respective positions and to
4 compromise the issues on a fair and equitable basis.

5 **THE SETTLEMENT PROVIDES GREAT VALUE TO CLASS MEMBERS**

6 33. Class Counsel believes that the claims, causes of action, allegations, and contentions asserted
7 in this action have merit. However, Class Counsel recognizes and acknowledges the expense and
8 delay of continued lengthy proceedings necessary to prosecute the case against Defendant through
9 trial and appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the
10 risk of continued litigation in complex actions such as this, as well as the difficulties and delays
11 inherent in such litigation, such as the difficulty of obtaining/maintaining certification and prevailing
12 on the merits at trial and potential appellate issues. Class Counsel is mindful of the potential problems
13 of proof relating to, and possible defenses to, the claims alleged in the action.

14 34. Class Counsel believes that the Settlement confers substantial benefits upon the Class
15 Members and that an independent review of the Settlement Agreement by the Court will confirm this
16 conclusion. Class Counsel has determined that the Settlement is in the best interests of the Class
17 Members/Aggrieved Employees.

18 **INCENTIVE PAYMENTS TO PLAINTIFFS ARE REASONABLE AND**
19 **APPROPRIATE**

20 35. Plaintiffs served effectively throughout the duration of their role as class representatives.
21 Plaintiffs provided thousands of documents to Class Counsel. Plaintiffs participated in dozens of
22 telephone conferences, in-person meetings, and video calls with Class Counsel throughout this case.
23 Both Plaintiffs were deposed by Defendant. Both Plaintiffs attended the depositions of all
24 Defendant's witnesses. Both Plaintiffs attended the mediation via video call. As a direct result of
25 Plaintiffs' efforts, Class Members now stand to benefit. The Parties therefore agree that the proposed
26 Enhancement to Plaintiff of up to \$15,000 is modest, fair, reasonable, and appropriate.
27

28 **CLASS COUNSEL'S REQUESTED ATTORNEYS' FEES ARE APPROPRIATE**

1 36. Defendant has agreed not to object to any application or motion by Class Counsel for
2 attorneys' fees associated with Class Counsel's prosecution of this matter not to exceed the amount
3 of \$190,000.00 (or, alternately stated, forty percent of the Gross Settlement Amount of \$475,000.00).
4 This is well within the range of reasonableness required for preliminary approval. Thirty percent to
5 50 percent of the common fund is commonly awarded as attorneys' fees in cases where the fund is
6 relatively small. *See* Newberg on Class Actions § 14.6 (4th Ed. 2002); *Van Vranken v. Atl. Richfield*
7 *Co.*, 901 F. Supp. 294, 297-98 (N.D. Cal. 1995) (observing that 30-50 percent was typically awarded
8 in smaller settlement funds of under \$10 million while 13-20 percent was typically awarded in larger
9 settlement funds of \$51-\$75 million).

10 37. Class Counsel incurred significant costs in connection with the prosecution of this litigation,
11 presently estimated to be approximately \$8,690. Class Counsel is entitled to reimbursement of all
12 reasonable out-of-pocket expenses and costs in prosecution of the claims and in obtaining a
13 settlement. *See, Vincent v. Hughes Air West*, 557 F.2d 759, 769 (9th Cir. 1977). *See also, Serrano*
14 *III*, 20 Cal. 3d at 35 (citing *Alyeska Pipeline Co. v. Wilderness Society*, 421 U.S. 240, 257 (1995)).
15 Defendant has agreed that Class Counsel shall be entitled to apply to the Court for reimbursement of
16 costs not to exceed \$8,690, as supported by declaration.

17 38. The amount of attorneys' fees and costs requested is well within the range of what is
18 reasonable and customary in both wage and hour settlements and class action settlements in general.
19 Unless otherwise ordered by the Court, Plaintiff will file a motion for an award of such attorneys'
20 fees and costs to be heard contemporaneously with the final approval hearing.

21 **THE RELEASE IS FAIR AND REASONABLE**

22 39. The Parties agree to provisional class certification for settlement purposes only. Provisional
23 class certification is appropriate at the preliminary approval stage.

24 40. APG has identified approximately 271 Class Members from its records. Joinder of all Class
25 Members would be impracticable.

26 41. Plaintiffs allege that APG has a common practice of failure to pay all hours worked, including
27 minimum wages, overtime, off-the-clock work, and meal and rest period premiums due to
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1 understaffing and related practices previously discussed. Common questions at issue in this case
2 include, *inter alia*: (i) whether or not APG unlawfully failed to pay Class Members for all hours
3 worked, including overtime; (ii) whether or not APG provided proper meal and rest breaks; (iii)
4 whether or not APG failed to provide complete and accurate wage statements; (iv) whether or not
5 APG paid final wages on time; and (v) whether or not APG paid wages owed each pay period.
6 Moreover, Plaintiffs contend that the laws that are implicated do not vary from Class Member to
7 Class Member. Thus, Plaintiffs contend that common questions of fact and law exist.

8 42. Plaintiffs and Class Members were subject to the same corporate policies, procedures and
9 practices of APG. The test is “whether other [class] members have the same or similar injury, whether
10 the action is based on conduct which is not unique to the Plaintiffs and whether other class members
11 have been injured by the same course of conduct.” *Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496,
12 1502 (2007). There are no policies, procedures, or practices complained of that apply exclusively to
13 Plaintiffs. Similarly, Plaintiffs contend that there are no policies, procedures or practices complained
14 of that apply to some Class Members and not others. Based on Plaintiffs’ investigation and discovery,
15 Plaintiffs contend that they and Class Members were subject to a set of universal employment
16 policies. As such, Plaintiffs contend claims are typical of Class Members’ claims and the typicality
17 requirement of certification is met.

18 **PLAINTIFFS PROTECTED THE INTERESTS OF THE CLASS AND CLASS ACTION**
19 **IS SUPERIOR METHOD OF RESOLVING THE CASE**

20 43. Plaintiffs have protected the interests of Class Members by actively facilitating prosecution
21 of this action on behalf of all Class Members. As discussed above, Plaintiff has retained Costanzo
22 Law Firm, a Plaintiffs’ employment firm with extensive experience as lead and co-counsel in
23 numerous wage and hour class actions. Plaintiffs assisted Class Counsel throughout the case by, *inter*
24 *alia*, reviewing documents, and attending mediation. Plaintiffs suffered retaliation and constructive
25 termination for representing the Class. Adequacy is satisfied.

26 44. In addition to the requirements stated in the Code of Civil Procedure section 386, courts have
27 held that a “class action also must be the superior means of resolving the litigation, for both the Parties
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1 and the court.” *Aguiar v. Cintas Corporation No. 2*, 144 Cal.App.4th 121, 132-33 (2006). In this
2 case, approximately 271 Class Members are resolving their claims in one forum, at one time, without
3 the expense or possibility of inconsistent results of adjudication of 271 separate actions in multiple
4 tribunals. The denial of class-wide resolution would result in an unjust advantage to Defendant, who
5 would not have to account to Class Members for the violations of law alleged herein unless each
6 Class Member pursued an individual claim of his or her own. For these reasons, class settlement is
7 the superior form of resolving Class Members’ claims.

8 **THE CLASS NOTICE IS ADEQUATE**

9 45. Using Class Member contact information provided by APG, as well as standard follow-up
10 address search and re-mailing methods, the Administrator will mail the notice of Settlement,
11 employing the best practicable means to disseminate notice of the settlement terms and the date and
12 time of final approval hearing to all Class Members. The proposed notice of Settlement meets this
13 standard. See Rule of Court 3.769(f); *Philips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)
14 (“best practicable” notice provides a description of the litigation and explanation of the right to opt
15 out or object); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best
16 practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise
17 interested Parties of the pendency of the action and afford them an opportunity to present their
18 objections”).

19 46. Each Class Member will be fully advised of the Settlement. The Class Members will be
20 provided notice of this Settlement in English and Spanish (the Class Notice), which will include
21 information regarding the nature of the Lawsuit, a summary of the substance of the settlement, the
22 Class Member definition, the procedure for requesting exclusion from or objecting to the Settlement
23 the date for the final approval hearing and the formula used for calculating Individual Settlement
24 Payments. (See (Zeccola Decl., Ex “1” [Settlement Agreement], § 12; Ex. “A” [Class Notice])). The
25 Class Notice will also include information regarding the Court’s social distancing policies and other
26 issues related to the ongoing pandemic. In addition, once the settlement is approved notice of final
27 judgment will be posted on the claim’s administrator’s website.
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1 47. A copy of the Class Notice is attached to the Settlement Agreement as Exhibit A.

2 48. The Class Notice will provide that any Class Member who wishes to be excluded from (opt-
3 out of) to the Settlement must submit a signed written Request for Exclusion, which must be mailed
4 to the Settlement Administrator on or before the Objection/Exclusion Deadline Date, which is defined
5 as 45 days after the date the Notice Packet (comprised of the Notice of Class Action and Notice of
6 Estimated Individual Settlement Payment) is first mailed by the Settlement Administrator (or 60 days
7 if the Notice Packet is re-mailed).

8 49. The Request for Exclusion must do all of the following: (1) include a written statement
9 requesting exclusion from the Settlement as further detailed in the Class Notice; (2) reference the
10 name, current address and telephone number of the person requesting exclusion; (3) be signed by the
11 person requesting exclusion or by his or her authorized representative; and (4) include the last four
12 (4) digits of his or her social security number.

13 50. All Class Members may appear at the Final Fairness and Approval Hearing, either in person
14 or through a lawyer retained at their own expense.

15 51. The Class Notice further informs Class Members of their rights to challenge the number of
16 Qualifying Weeks listed on the Notice by sending written notice of their dispute to the Settlement
17 Administrator. *See* Cal. Rules of Court 3.769(f).

18 52. The Class Notice clearly states that the Settlement does not constitute an admission of liability
19 by Defendants and recognizes that the Court has not ruled on the merits of the action. Lastly, it states
20 that the final settlement approval decision has yet to be made. Accordingly, the Class Notice
21 complies with the standards of fairness, completeness, and neutrality required of a settlement notice
22 disseminated under authority of the Court. 4 Newberg §§ 8:21, 8:39; Manual for Complex Litigation,
23 § 21.312.

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25 **CLASS COUNSEL'S INVESTIGATION SUPPORTS SETTLEMENT**

26 53. Costanzo Law Firm interviewed potential witnesses to obtain feedback pertinent to the
27 viability of proceeding on a class basis and as to the merits of class claims. We reviewed thousands
28 of pages of documents, including but not limited to APG's written policies relating to employees' job

1 duties and actual tasks, in addition to company memoranda and correspondence relating the working
2 conditions of APG's employees.

3 54. We believe the settlement constitutes a fair, adequate, and reasonable resolution of the
4 litigation. The Parties arrived at this Agreement in arm's-length negotiations, taking into account all
5 investigation and discovery into this action. The settlement was reached after extensive negotiations.
6 Based on discovery and independent investigation and evaluation, we are of the opinion that the
7 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light
8 of all known facts and circumstances, including the risk of significant delay, defenses asserted by
9 Defendant, the ability to recover from or enforce any judgment entered and potential appellate issues.
10 During mediation, Class Counsel reviewed confidential documents from APG and took into account
11 information from additional documents that the mediator reviewed in confidence and discussed with
12 me.

13 55. We believe that continued litigation would be protracted, expensive, uncertain, and contrary
14 to the interests of Class Members. In light of these realities, settlement is the best way to resolve the
15 disputes between them.

16 56. Attached hereto as Exhibit 1 is a true and correct copy of the Settlement Agreement in this
17 Matter.

18 57. Attached hereto as Exhibit A is a true and correct copy of the proposed Class Notice.

19 58. Attached hereto as Exhibit B is a true and correct copy of the Individual Notice to Class
20 Members.
21

22
23 I, Frank Zeccola, certify and declare under penalty of perjury that the above information is
24 true and correct to the best of my knowledge, information and belief, and that this declaration was
25 signed this 27th day of June 2025 at Mt. Shasta, California.

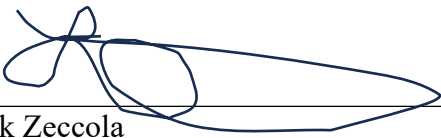
26
27 
28 Frank Zeccola

EXHIBIT 1

CLASS & PAGA SETTLEMENT MEMORANDUM OF UNDERSTANDING

(Mayo-Hicks & Moya v. Allen Property Group)

1. *Gross Settlement Amount:* Defendant Allen Property Group (hereinafter referred to as “Defendant”) will pay \$475,000.00 (“Gross Settlement Amount”). Funding of the Gross Settlement Amount shall occur within 21 days after a signed order providing final approval of this Agreement has been filed, to be held in trust in a Qualified Settlement Fund by the Claims Administrator. This Agreement shall become effective on the day the Court files a signed order granting final approval of this Agreement unless there is a timely objection lodged that has not later been withdrawn, in which case the effective date will be either (a) the 60th calendar day after a signed order approving this Agreement has been filed provided no appellate proceeding having been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the Agreement has been finally dismissed with no material change to the terms of this Agreement and there is no right to pursue further remedies or relief, whichever is later. The Gross Settlement Amount will include all payments to Class Members and/or Aggrieved Employees, payment to the LWDA for settling the PAGA claims, any Class Representative Enhancement Payments, attorneys’ fees, costs, and Claims Administrator Costs. The employer share of any payroll taxes on any amounts attributed as wages under the Agreement will be paid in addition to the Gross Settlement Amount.
2. *Certification for Settlement Purposes:* Plaintiffs and Defendant agree that, for purposes of settlement only, certification of the class as defined herein is appropriate and meets the standards set forth in Federal Rule of Civil Procedure 23 and/or California Code of Civil Procedure section 382.
3. *Attorneys’ Fees and Costs:* Defendant will not oppose Plaintiff’s Counsel’s request for fees not to exceed \$190,000 percent (40%) of the Gross Settlement Amount, and for costs not to exceed \$8,690 (to be paid out of the Gross Settlement Amount). For purposes of settling this matter only, Defendant will agree that Costanzo Law Group, APC is adequate Class Counsel.
4. *Claims Administrator:* The parties shall select a mutually agreeable third-party Claims Administrator to administer this settlement. The cost of the Claims Administrator shall be paid out of the Gross Settlement Amount, not in addition to the Gross Settlement Amount. The parties estimate the total administration cost will be approximately \$8,750.
5. *Class Representative Enhancement Payment:* Defendant will not oppose Class Counsel’s request for Class Representative Enhancement Payment for Plaintiffs Magdalena Moya and Lori Mayo-Hicks not to exceed \$15,000 each, which will be paid out of the Gross Settlement Amount, not in addition to the Gross Settlement Amount. For purposes of settling this matter only, Defendant agrees that Plaintiffs Magdalena Moya and Lori-Mayo Hicks should be deemed adequate to represent the class for the limited purposes of settlement only.
6. *PAGA Payment, Aggrieved Employees, and PAGA Claim Period:* The parties agree that \$27,750 of the Gross Settlement Amount (the “PAGA Payment”) will be allocated towards resolving the asserted PAGA claims. 75% of the PAGA Payment will be paid to the LWDA and 25% will be paid to Aggrieved Employees on a pro rata basis as described below in Paragraph 8. Aggrieved Employees and the PAGA Claim Period shall include All hourly non-exempt employees who have or continue to work for Defendant in California at any time from February 8, 2023, up to December 31, 2024.
7. *Class Members and Class Period:* Class Members and the Class Period shall include All hourly non-exempt employees who have or continue to work for Defendant in California at any time from

February 29, 2020, up to December 31, 2024.

8. *Allocation of Class Member and Aggrieved Employee Payments:* A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Claims Administrator Costs, and the PAGA Payment. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. The payments to Class Members shall be allocated as 1/4 wages and 3/4 as penalties and interest. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their pay periods worked within the PAGA Claim Period by the total pay periods worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. These payments to Aggrieved Employees shall be allocated as 100% penalties; Aggrieved Employees will be responsible for paying any personal income taxes owed on the amounts they receive. Any uncashed checks shall be handled in accordance with Labor Code §384(b), with Casa of Santa Cruz County being designated as the *cy pres* beneficiary.

9. *Release by Class Members and Released Parties:* Class Members, including Plaintiffs, will release all claims contained in the Complaint on a class or PAGA basis, specifically: 1. Failure to Compensate For All Hours Worked, 2. Failure to Pay All Minimum Wages, 3. Failure to Pay All Overtime Wages, 4. Failure to Provide Rest Periods and Pay Missed Rest Period Premiums, 5. Failure to Provide Meal Periods And Pay Missed Meal Period Premiums, 6. Failure to Maintain Accurate Employment Records, 7. Failure to Pay Wages Timely During Employment, 8. Failure to Pay All Wages Earned an Unpaid at Separation, 9. Failure to Furnish Accurate Itemized Wage Statements, 10. Unlawful Deductions and Failure to Reimburse Business Expenses, 11. Private Attorney General Act, 12. Unfair Business Practices, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint (County of Santa Cruz Case No. 24CV00617), through the Class Period. Aggrieved Employees will release all Private Attorneys General Act claims for civil penalties contained in Plaintiffs' letter to the LWDA and/or operative Complaint, through the PAGA Claim Period. The Released Parties shall include Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, and insurers.

10. *Opt-Outs/Voiding the Agreement:* In the event 10% or more of the class members opt-out of the settlement, Defendant may, at their option, void the agreement. The parties agree, however, that neither party may opt-out or void the agreement if the Court reduces attorney fees or the requested Class Representative Enhancement Payments.

11. *Escalator Clause:* Defendant has represented that there are no more than 19,402 workweeks during the Class Period. In the event the number of workweeks during the Class Period is more than 21,343 (*i.e.*, greater than 10% more than 19,402), then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 19,402, multiplied by the workweek value. For example, if there were 10,000 workweeks represented to exist during the Class Period, but there are actually 15,000 workweeks in the Class Period, and the actual workweek value is \$5.00 per workweek, Defendant would have to increase the Gross Settlement Amount by \$20,000.00 (15,000 workweeks – 11,000 workweeks (10,000 workweeks plus the 10% buffer) = 4,000 workweeks x \$5.00/workweek).

12. *Further Acts and Cooperation:* The parties agree to take all actions reasonably necessary to

effectuate this Agreement, including, but not limited to, drafting a long form settlement agreement providing further details of the settlement for Court review and approval, drafting of approval paperwork, and settlement administration. All parties agree to act immediately and diligently to perform their obligations under this Agreement, including the review and approval of settlement documents, such that there are no substantial delays in seeking court approval or administration of this settlement. Class Counsel shall be responsible for drafting the court approval paperwork. Class Counsel shall provide a draft long form agreement within 4 weeks after this Agreement is fully executed. Defendant's Counsel will provide comments and/or proposed revisions within 1 week after receipt of the draft long form agreement from Class Counsel. With regard to Court approval documents, a similar 1-week maximum review and response time shall be observed by the parties. Class Counsel shall endeavor to file a motion for approval of this settlement within 60 days of the date this Agreement is fully executed but may take that time which is necessary to make sure that everything is in order prior to filing. However, the parties agree that this Agreement may be enforced as final regardless of whether a long form agreement is ultimately entered in to and that all material terms of the settlement are stated herein.

13. *Enforcement:* The parties agree that the Santa Cruz County Superior Court shall have continuing jurisdiction to enforce the terms of this Agreement pursuant to California Civil Procedure Code section 664.6. In the event that a motion to enforce this Agreement is required to be filed due to a party's failure to comply with the terms herein, the prevailing party shall be awarded reasonable attorney's and costs, which shall be in addition to any amounts to be paid under this settlement.

Dated: March 19, 2025

Lori Costanzo

Lori Costanzo
Counsel for Plaintiffs Magdalena Moya
and Lori Mayo-Hicks and similarly
situated employees and other aggrieved
employees

Kevin Cleveland
Counsel for Defendant Allen Property Group


Lori Mayo-Hicks (Jun 26, 2025 12:08 PDT)

Lori Mayo-Hicks

Allen Property Group

Signature: 
Magdalena Moya (Jun 25, 2025 15:27 PDT)

Email: magdalenamoya26@yahoo.com

effectuate this Agreement, including, but not limited to, drafting a long form settlement agreement providing further details of the settlement for Court review and approval, drafting of approval paperwork, and settlement administration. All parties agree to act immediately and diligently to perform their obligations under this Agreement, including the review and approval of settlement documents, such that there are no substantial delays in seeking court approval or administration of this settlement. Class Counsel shall be responsible for drafting the court approval paperwork. Class Counsel shall provide a draft long form agreement within 4 weeks after this Agreement is fully executed. Defendant's Counsel will provide comments and/or proposed revisions within 1 week after receipt of the draft long form agreement from Class Counsel. With regard to Court approval documents, a similar 1-week maximum review and response time shall be observed by the parties. Class Counsel shall endeavor to file a motion for approval of this settlement within 60 days of the date this Agreement is fully executed but may take that time which is necessary to make sure that everything is in order prior to filing. However, the parties agree that this Agreement may be enforced as final regardless of whether a long form agreement is ultimately entered in to and that all material terms of the settlement are stated herein.

13. *Enforcement:* The parties agree that the Santa Cruz County Superior Court shall have continuing jurisdiction to enforce the terms of this Agreement pursuant to California Civil Procedure Code section 664.6. In the event that a motion to enforce this Agreement is required to be filed due to a party's failure to comply with the terms herein, the prevailing party shall be awarded reasonable attorney's and costs, which shall be in addition to any amounts to be paid under this settlement.

Dated: June 11, 2025

Lori Costanzo
Counsel for Plaintiffs Magdalena Moya and
Lori Mayo-Hicks and similarly situated
employees and other aggrieved employees

Lori Mayo-Hicks

Magdalena Moya



Kevin Cleveland
Counsel for Defendant Allen Property Group


Signed: Allen (Jun 11, 2025 09:48 PDT)

Allen Property Group

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ**

LORI MAYO-HICKS, an individual, and
MAGDALENA MOYA, an individual,

Plaintiffs,

v.

ALLEN PROPERTY GROUP, INC., a California
Corporation; and DOES 1-50, inclusive,

Defendants.

) Case No. 24CV00617

)

)

) **NOTICE OF CLASS ACTION
SETTLEMENT**

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**IF YOU WERE AN HOURLY NON-EXEMPT EMPLOYEE
WHO WORKED FOR ALLEN PROPERTY GROUP, INC., YOU
MAY BE ELIGIBLE FOR COMPENSATION**

A state court authorized this Notice. You are not being sued. This is not an advertisement.

The purpose of this Notice is to inform you of the proposed settlement of a class action (hereafter, the “Settlement”) and the hearing to be held by the Court (hereafter, the “Fairness Hearing”) to consider: (i) whether the Settlement should be approved; (ii) the application of Class Counsel for attorneys’ fees and expenses; and (iii) certain other matters relevant to the Settlement. This Notice

describes important rights you may have to participate in the Settlement.

- If approved by the Court, the Settlement will provide a Four Hundred and Seventy-Five Thousand (\$475,000) cash settlement fund for the benefit of Class Members (the “Gross Settlement Amount”).¹
- The Settlement resolves claims by Named Plaintiffs, asserted on behalf of the Class (defined below), that Defendant (defined below) violated California employment laws, pays money to non-exempt employees like you, and releases the Released Parties (defined below) from liability.
- **Your legal rights are affected whether you act or do not act. Please read this Notice carefully.**
- The Court will review the Settlement at the Fairness Hearing to be held in the Santa Cruz Superior Court on _____, 2025.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	1. You will receive a settlement payment based on the calculation set forth in the “Notice of Estimated Individual Settlement Payment” accompanying this Notice; 2. you will release certain claims as described below; and 3. you will be bound by the Settlement.
REQUEST EXCLUSION FROM THE SETTLEMENT BY _____, 2025	Submit a written request to be excluded from the Settlement to the Claims Administrator. You will <u>NOT</u> receive a settlement payment if you request exclusion. See Section VII., below, for details.
OBJECT BY _____, 2025	You may present your objections to the settlement by writing to the Court about why you oppose the Settlement. See Section VIII., below, for details. You must do this by _____, 2025
GO TO A HEARING ON _____, 2025	Ask to speak in Court about the Settlement at the Fairness Hearing.

¹ All capitalized terms used in this Notice are defined in the parties’ CLASS & PAGA SETTLEMENT MEMORANDUM OF UNDERSTANDING (the “Stipulation”), dated March 19, 2025.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

I. SUMMARY OF NOTICE

(a) Statement of Plaintiffs' Recovery

Pursuant to this proposed Settlement, a Gross Settlement Amount consisting of Four Hundred and Seventy-Five Thousand (\$475,000) in cash has been established. Each Class Member's individual recovery (hereafter, the "Individual Settlement Payment") will be a portion of the Non-Reversionary Settlement Fund, determined in accordance with the allocation plan detailed below.

(b) Statement of Potential Outcome if the Class Action Continued to be Litigated

Named Plaintiffs and Defendant Allen Property Group (hereafter collectively referred to as the "Parties") disagree on both liability and damages, and do not agree on the amount of damages, if any, that would be recoverable if Named Plaintiffs were to prevail on each claim alleged. Named Plaintiffs maintain that they were not paid for all work, including off the clock and overtime pay, and that they should be paid minimum wage and missed-break compensation guaranteed to employees. Defendant Allen Property Group has denied, and continues to deny any wrongdoing. While Named Plaintiffs believe that they have meritorious claims, they recognize that there are significant obstacles in the way to recovery, and that if the Class Action were litigated to a conclusion, the Class might receive nothing.

(c) Statement of Attorneys' Fees and Litigation Expenses Sought

Class Counsel intend to make a motion asking the Court to award attorneys' fees in an amount equivalent to 40% of the Gross Settlement Amount and, in addition, to approve payment of litigation expenses incurred to date in prosecuting the Class Action in an amount not to exceed One Hundred Ninety Thousand Dollars (\$190,000).

Class Counsel actively commenced work on this matter in 2024, and have expended considerable time and effort in the prosecution of this hard-fought litigation without receiving any payment thus far, and have advanced all of the expenses of the litigation, such as the costs of prolonged

discovery and investigation and multiple motions before the Court, with the expectation that, if they were successful in obtaining a recovery for the Class, they would be paid from such recovery. In this type of litigation, it is reasonable and customary for counsel to be awarded a percentage of the common fund recovered as attorneys' fees and costs.

(d) Enhancement Award

Class Counsel also intends to make a motion for Enhancement awards to the Class Representatives in the amount of Fifteen Thousand Dollars (\$15,000) each. Such Enhancement awards, subject to Court approval, are to compensate this individuals for the time and expenses they incurred in acting as the intermediary between Class Counsel and the Class, assisting Class Counsel in investigating and obtaining evidence, responding to discovery, providing testimony by way of declarations, and participating in mediation. The Enhancement awards are also meant to compensate this individuals for the significant risks they took in choosing to actively participate in the prosecution of this Class Action.

(e) Private Attorney General Act Payment

One of the claims raised by Named Plaintiff arose under the California Labor Code Private Attorney General Act of 2004 ("PAGA"). The Settlement allocates Twenty Seven Thousand Seven Hundred Fifty Dollars (\$27,750) to this PAGA claim. PAGA requires that seventy-five percent (75%) of this allocation be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) will revert to the Non-Reversionary Settlement Fund from which Individual Settlement Payments will be allocated.

(f) Reasons for the Settlement

For Named Plaintiffs, the principal reason for the Settlement is the immediate and substantial benefits provided to the Class. These benefits must be compared to the risk of zero recovery after a contested trial and likely appeals, possibly years into the future, and possible collectability problems from Defendant.

(g) Further Information

Further information regarding this Class Action, the Settlement, and this Notice, may be obtained by contacting the court-approved Claims Administrator, Phoenix Settlement Administrators,

who can be reached at: _____
_____.

***** DO NOT CALL THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT *****

II. BASIC INFORMATION

1. Why did I get this notice package?

You are receiving this Notice because you: (1) performed services as a hourly non-exempt employee for Allen Property Group, Inc., in California at any time between February 29, 2020 and December 31, 2024 (hereafter, the “Class Period”); (2) actually worked for Allen Property Group, Inc., in California; and (3) were classified by Allen Property Group, Inc., as an hourly non-exempt employee instead of an employee.

The Court in charge of this case is the Superior Court of California for the County of Santa Cruz. The lawsuit is known as *LORI MAYO-HICKS AND MAGDALENA MOYA, Plaintiff's v. ALLEN PROPERTY GROUP, INC., and DOES 1-50, Defendants*, Case Number 24CV00617, and is assigned to the Honorable Timothy Schmal of the Santa Cruz Superior Court. The person who sued is called “Plaintiff”, and the company they sued is called “Defendant.” The Named Plaintiffs are Lori Mayo-Hicks and Magdalena Moya. The Defendant in this case is Allen Property Group, Inc.

The Court directed that this Notice be sent to Class Members because they have a right to know about a proposed settlement of a class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. The Court will review the Settlement at a Fairness Hearing on _____, 2025, 701 Ocean St, Santa Cruz, California 95060, at ____:____ a.m./p.m. If the Court approves the Settlement, and after any objections/appeals are resolved, the Claims Administrator will make the payments to members of the Class that the Settlement allows.

This Notice explains the Class Action, the Settlement, Class Members’ legal rights, what benefits are available, who is eligible for them, and how they will be distributed.

2. What is this lawsuit about?

This action was initially filed by Named Plaintiffs in the Superior Court of California for the County of Santa Cruz on February 29, 2024, against Defendant Allen Property Group, Inc..

The Class Action asserts a variety of claims for alleged violations of the California labor laws,

as well as claims under California’s Unfair Competition Law (“UCL”), *Cal. Bus. & Prof. Code § 17200 et seq.*, and under the California Labor Code’s Private Attorney General Act (“PAGA”), *Cal. Lab. Code § 2698 et seq.*

On _____, 2025, the Court entered an Order granting preliminary approval of the Settlement, approving the form and manner of this Notice, and setting the Fairness Hearing in this matter for _____, 2025, where the Court will consider whether to grant final approval to the Settlement.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, the Named Plaintiffs) sue on behalf of people who have similar claims, who are known as Class Members. Bringing the case as a class action allows adjudication of many similar claims of persons that might be economically too small to bring individually, and/or would take up too much of valuable court resources to revolve many individual cases involving essentially the same claims. In a class action, one court resolves the issues for all class members, except for those who exclude themselves from the class.

4. What are the reasons for the Settlement?

The Court did not finally decide in favor of Named Plaintiffs and the Class, on the one hand, or Allen Property Group, Inc. Instead, both sides agreed to a settlement prior to trial. The Settlement came after approximately a year of litigation between the Parties.

Named Plaintiffs and Class Counsel believe that the claims asserted in the Class Action have merit. Named Plaintiffs and Class Counsel recognize, however, the expense and length of continued proceedings necessary to pursue these claims through trial and appeals, as well as the challenges in establishing liability and collecting any money from Defendant even if liability is established. Named Plaintiffs and Class Counsel have considered the uncertain outcome and the risks of litigation, as well as the difficulties and delays inherent in such litigation.

For example, Allen Property Group, Inc., has raised a number of arguments and defenses, which they would raise at trial and on appeal. Even assuming the Named Plaintiffs could establish liability, the Parties also disagree about whether there are any recoverable damages, how to calculate

damages, and the amounts of each category of damages. In the absence of a settlement, the Parties would present factual and expert testimony on each of these issues, and there is considerable risk that the Court would resolve the inevitable “battle of the experts” against Named Plaintiffs and the Class. Indeed, in the absence of a settlement, there is significant uncertainty as to any potential class recovery, including the high potential for significant delays and a diminished recovery.

In light of the value of the Settlement, and the immediate recovery it would make available to the Class, Named Plaintiffs and Class Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. The Settlement, which totals \$475,000.00 in cash (less the various deductions described in this Notice), provides substantial benefits now as compared to the risk that a similar or smaller recovery would be achieved after trial and appeal, possibly years in the future, or worse yet, that there be no recovery for the Class at all.

Defendant denies, and continues to deny, each and every one of the claims alleged by Named Plaintiff in the Class Action. Defendant has expressly denied, and continues to deny, any wrongdoing. Defendant has taken into account the burden, expense, uncertainty, distraction, and risks inherent in any litigation, and has concluded that it is desirable that the Class Action be fully and finally settled upon the terms and conditions set forth in the Settlement.

III. WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Class consists of all persons who: (1) performed services as a hourly non-exempt employee for Allen Property Group, Inc., in California at any time between February 29, 2020 and December 31, 2024 (hereafter, the “Class Period”); (2) actually worked for Allen Property Group, Inc., in California; and (3) were classified by Allen Property Group, Inc., as an hourly non-exempt employee instead of an employee.

6. Are there exceptions to being included in the Class?

Excluded from the Class are those individuals who would otherwise be a Class Member under the above definition but has: (i) entered into a separate settlement or release with Allen Property Group, Inc., of his or her claims arising from the performance of services as a hourly non-exempt employee for Allen Property Group, Inc., during the Class Period; or (ii) timely and properly excluded

himself or herself from the Class by submitting a valid and timely request for exclusion.

7. What if I am still not sure if I am included in the Class?

If you are still not sure whether you are included, you can ask for free help. You can call the court-approved Claims Administrator, Phoenix Settlement Administrators, at _____ for more information.

IV. THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the Settlement provide?

In exchange for the Settlement and the release of the Released Claims (defined below) against the Released Parties (defined below), Allen Property Group, Inc., has agreed to create a \$475,000 cash fund, to be divided, after deduction of Court-awarded attorneys' fees and expenses, the California LWDA's portion of civil penalties under PAGA, any Enhancement award approved by the Court, General Release Payment approved by the Court, and settlement administration costs, proportionally amongst all Class Members.

9. How much will my part of the Settlement be?

Each Class Member's individual share of the Non-Reversionary Settlement Fund will depend on how many days they actually worked for Allen Property Group, Inc., as an hourly non-exempt employee between February 29, 2020 and December 31, 2024, as reflected in Allen Property Group, Inc., records. To compute the Individual Settlement Payments of the Class, the Claims Administrator will determine the total number of qualifying workdays for all Class Members throughout the Class Period. The Claims Administrator will then divide the amount of the Non-Reversionary Settlement Fund by that total number of qualifying workdays for all class members, to calculate the value of a single qualifying workday. The number of workdays you worked during the Class Period is multiplied by that value of a single qualifying workday to determine your Individual Settlement Payment.

Information on the number of workdays you worked during the Class Period, as reflected in Allen Property Group, Inc., records, is contained in the "Notice of Estimated Individual Settlement Payment" (hereafter, the "Individual Notice") sent with this Class Notice. If you believe that the number of workdays reflected in your Individual Notice is incorrect, you must send a letter to the Claims Administrator, within forty-five (45) days of the postmarked date of this Notice, indicating

what you believe the correct number of workdays and the dates you worked. This challenge must be signed by you under penalty of perjury, and must be accompanied by documents or other evidence that support your contention that Allen Property Group, Inc., records are inaccurate. The Claims Administrator will have the final authority to resolve any dispute based upon Defendants' records and any evidence or information you provide.

V. HOW YOU GET A PAYMENT?

10. How can I receive a payment?

To receive a payment, you do not need to do anything. You will receive a payment because you are an identified member of the Class. If you have any questions regarding your eligibility to receive an Individual Settlement Payment, you should contact the Claims Administrator.

If you have moved recently, contact the Claims Administrator at _____
_____ to provide an updated address.

11. When will I get my payment?

The settlement payments will be distributed only if the Court approves the Settlement. The Court will hold a Fairness Hearing on _____, 2025 to decide whether to approve the Settlement. Even if the Court approves the Settlement, however, there may still be appeals of that approval order that will take additional time to resolve, which can last for more than a year. Please be patient, as the claims administration process takes time.

Your Individual Settlement Payment will be paid to you within thirty-one (31) days following the Effective Settlement Date. The Effective Settlement Date is the date when, after the Court's Fairness Hearing has occurred, all of the following conditions are met: (i) the Court has entered a final order and judgment approving the Settlement; and (ii) in the event any timely objections were filed, the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, or any such appeal, writ, or other appellate proceeding has been dismissed without any right to pursue further remedies or relief, or any such appeal, writ, or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief.

12. What am I giving up to get a payment?

Upon the "Effective Settlement Date," you will release all "Released Claims" against the

“Released Parties.”

“Released Claims” means all known and unknown claims, losses, damages, liquidated damages, demands, penalties, interest, liabilities, causes of action, complaints or suits, at law or in equity, which arise from or are related to the facts asserted in the Class Action, including, without limiting the foregoing, claims for unpaid wages including failure to compensate for all hours worked, failure to pay all minimum wages, failure to pay all overtime wages, failure to provide meal and rest periods, failure to pay for missed meal and rest periods, failure to maintain accurate employment records, failure to pay wages timely during employment, failure to pay all wages earned and unpaid at separation, failure to furnish accurate itemized wage statements, and claims made under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 432.5, 450, 512, 558, 558.1, 1021.5, 1194, 1194.2, 1197, 1197.1, 1182, 2800, 2802, 2804, all similar provisions or requirements of the California Industrial Welfare Commission Wage Order 9-2001 (including, but not limited to, sections 4, 7, 11, 12), California Labor Code Private Attorney General Act section 2698 *et seq.* (including, but not limited to, sections 2699 and 2699.3), California Civil Code sections 3287 and 3288, California Business and Professions Code sections 17200, *et seq.*, any related claims for compensatory, consequential, punitive or exemplary damages, statutory damages, declaratory relief, injunctive relief, penalties, interest (whether pre- or post-judgment), disbursements, attorneys’ fees and costs or any other federal, state, or local law, which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period.

“Released Parties” means Allen Property Group, Inc., and its present and former parents, subsidiaries and affiliates, assigns, related companies, officers, directors, agents, employees, shareholders, insurance companies, attorneys, partners, divisions, joint venturers, predecessors, successors, franchises, beneficiaries, grantees, transferees, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, or general and limited partners.

VI. THE LAWYERS REPRESENTING THE CLASS

13. Do I have a lawyer in this case?

The Court has appointed Costanzo Law Firm., as Class Counsel. You will not be separately

charged for these lawyers. The Court will determine the amount of Class Counsel's fees and expenses, which will be paid from the Gross Settlement Amount. If you want to be represented by a separate lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel have not yet received any payment for their services in pursuing the claims in this Class Action on behalf of the Class, nor have they been paid for their litigation expenses. At the Fairness Hearing, or at such time as the Court may order, Class Counsel will ask the Court to award them, from the Gross Settlement Amount, attorneys' fees in an amount representing 40% of the Gross Settlement Amount, and litigation expenses that have been incurred in pursuing this Class Action. The request for litigation expenses will not exceed \$190,000.

VII. OPTING OUT OF THE SETTLEMENT

15. How do I exclude myself from the proposed Settlement?

If you wish to opt out of (and thus receive no money from) the Settlement, you may exclude yourself from participating by submitting a written Request for Exclusion to the Claims Administrator. Your Request for Exclusion must expressly and clearly indicate that you: (i) have received this Notice of Class Action Settlement; (ii) have decided not to participate in the Settlement; and (iii) desire to be excluded from the Settlement. The written Request for Exclusion must set forth your name and your current address and telephone number, and the last 4 digits of your social security number as proof of identity. Your Request for Exclusion must be signed by you or your authorized representative. The Request for Exclusion should be mailed to the Claims Administrator at: _____

_____.

To be accepted as timely, any Request for Exclusion must be postmarked by no later than forty-five (45) days after the postmarked date of this Notice. If you submit a Request for Exclusion after this 45-day deadline, your Request for Exclusion will be rejected and you will be included in the Settlement.

VIII. OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the proposed Settlement?

If you are a Class Member, and have not opted out of the Class, you can object to the Settlement or any of its terms. You may write to the Court setting out your objection(s). You may give reasons why you think the Court should not approve any part or all of the Settlement terms. The Court will only consider your views if you file a proper written objection within the deadline and according to the following procedures:

To object, you must file and deliver a written objection with the Court, and mail a copy of the objection to the Claims Administrator, that includes all of the following: (i) the case name and number of this Class Action (*Mayo-Hicks v. Allen Property Group, Inc., Case No: 24CV00612*); (ii) a clear and concise statement of the reasons why you believe the Court should find that the proposed Settlement should not be approved, including the legal and factual arguments supporting your objection; and (iii) a statement of whether or not you intend to appear, in person or through an attorney, at the Fairness Hearing where your objection(s) would be considered by the Court.

Your objection must be filed with the Court, and mailed or delivered to all the following, on or before _____, 2025.

COURT:

Clerk of the Court

Superior Court of California, County of Santa Cruz

Santa Cruz Courthouse

701 Ocean Street

Santa Cruz, California 95060

CLAIMS ADMINISTRATOR:

Phoenix Settlement Administrators

<STREET ADDRESS>

<CITY STATE ZIP>

IX. THE FAIRNESS HEARING

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

The Court will hold a Fairness Hearing in this matter on _____, 2025, at ____:____ a.m./p.m., in the Superior Court of California for the County of Santa Cruz, Santa Cruz Courthouse, located at 701 Ocean Street, Santa Cruz, California 95060. At this hearing, the Honorable Timothy Schmal will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider the plan of allocation for the Gross Settlement Amount, including the application of Class Counsel for attorneys' fees and reimbursement of litigation expenses, the application for Enhancement payment to the Class Representative, the application for General Release payment to Named Plaintiff, the application for settlement administration costs (not to exceed \$8,7500), and the application for approval of the PAGA settlement payments. The Court will also take into consideration any written objections filed in accordance with the instructions set out in Question 16 above.

The Court may also hear from people who have properly indicated, within the Court's deadline stated above, an intention to speak at the Fairness Hearing, but decisions regarding the conduct of the Fairness Hearing shall be made exclusively by the Court. At or after the Fairness Hearing, the Court will decide whether to approve the Settlement, and, if the Settlement is approved, how much attorneys' fees, litigation expenses, Enhancement award and General Release payment should be awarded. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Fairness Hearing without another notice being sent to the Class. If you want to come to the Fairness Hearing, you should check with Class Counsel before coming so as to be sure that the date and time has not changed.

18. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer questions the Court may have at the Fairness Hearing. However, you are welcome to come at your own expense. Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and sent your written objection on time, and in the matter set forth in Question 16 above, the Court will consider it. You may also

pay your own, separate lawyer to attend, but that is not necessary.

19. May I speak at the Fairness Hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include with your written objection (*see* Question 16 above) a statement indicating that it is your intention to speak at the Fairness Hearing. If you wish to present evidence or witnesses in support of your objection(s) at the Fairness Hearing, your written objection (*see* Question 16 above) must include the identify of any witness(es) you intend to call to testify, as well as a description of the documents or other evidence you intend to introduce at the Fairness Hearing. You may have an attorney of your choosing, at your own expense, speak on your behalf. Unless the Court orders otherwise, you may not speak at the Fairness Hearing if you have not provided written notice of your objection and intention to speak at the Fairness Hearing in accordance with the procedures described in Questions 16 and 19 of this Notice.

X. IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing and the Settlement is approved, and you are a member of the Class, **you will get money from this Settlement** and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit, against Allen Property Group, Inc., and the other Released Parties about the Released Claims, ever again.

XI. GETTING MORE INFORMATION

21. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation and Agreement for Class Action Settlement executed by the Parties (hereafter, the “Stipulation”). You may review the Stipulation filed with the Court, as well as other documents filed in the Class Action, during business hours at the Office of the Clerk of the Superior Court for the State of California, County of Santa Cruz, located at 701 Ocean Street, Santa Cruz, California 95060. You can also call the Claims Administrator toll free at _____, or write to the following address: _____

_____.

***** DO NOT CALL THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT *****

Dated: _____

HON. TIMOTHY SCHMAL
Judge of the Superior Court

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

***Lori Mayo-Hicks and Magdalena Moya, on behalf of themselves and others similarly situated
v. Allen Property Group, Inc.***

SANTA CRUZ SUPERIOR COURT CASE NO. 24CV00617

List Any Corrections

Name/Address Changes (if any):

First Last
c/o
Address1 Address2
City, State, Zip, Country

()
Area Code Telephone Number

()
Area Code Telephone Number

Allocation of Settlement Share

Defendant Allen Property Group's ("APG") records show that you are a Class Member in the above-captioned case, in that you: (1) performed services as a non-exempt employee for APG in California at any time between February 29, 2020 and December 31, 2024 (hereafter, the "Class Period"); (2) actually worked for APG in California without hiring anyone else to perform the work for APG; and (3) were classified by APG as a non-exempt employee. As a Class Member, you are entitled to a share of the settlement in the Class Action.

Based on APG's records, during the Class Period you worked ____ Qualifying Work Weeks, which is defined as all weeks during which a Class Member personally performed non-exempt services for APG during the Class Period. Based on your number of Qualifying Work Days, your estimated individual settlement payment is \$_____.

Based on APG's records, you are also eligible to receive a portion of the money allocated to Private Attorney General Act ("PAGA") penalties because you worked during the PAGA claims period February 20, 2023 (hereafter, the "PAGA Claims Period"). APG's records show that you worked ____ Qualifying Work Weeks during the PAGA Claims Period. Based on your number of Qualifying Work Weeks during the PAGA Claims Period, your estimated share of the funds allocated to PAGA penalties is \$_____.

If you believe that the above information regarding your Qualifying Work Days is incorrect, you may send a challenge via letter to the Claims Administrator, indicating what you believe to be the correct number of Work Days you worked during the Class Period or the PAGA Claims Period and the dates you worked, to the following address:

Phoenix Settlement Administrators
<Street Address>
<City State ZIP>

Note that you must sign the letter under penalty of perjury, and include any documents or other evidence that you believe supports your claim that APG's records are inaccurate. To be considered timely, your challenge letter must be postmarked by no later than _____