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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

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

Plaintiff,

vs.

USRG (CALIFORNIA) INC., a California
corporation; U.S. RESIDENTIAL GROUP
LLC, an unknown business entity; and DOES
1 through 100, inclusive,

Defendants.

Case No.: BC625588

Honorable Robert B. Broadbelt
Department 53

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 15, 2019
Time: 8:30 a.m.
Dept: 53
Reservation ID: 181120367673

Complaint Filed: June 30, 2016
Trial Date: None Set

1 This matter has come before the Honorable Robert B. Broadbelt in Department 53 of the
2 Superior Court of the State of California, for the County of Los Angeles, on February 15, 2019 at
3 8:30 a.m. with Lawyers *for* Justice, PC appearing as counsel for Plaintiff Guadalupe Moya
4 ("Representative Plaintiff," "Class Representative," and/or "Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees, and Littler Mendelson, P.C.,
6 appearing as counsel for Defendants USRG (California) Inc. and U.S. Residential Group, LLC
7 ("Defendants"). The Court, having carefully considered the papers, argument of counsel, and all
8 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 "Exhibit 1" to the Declaration of Edwin Aiwazian in Support of Plaintiff's Motion for Preliminary
14 Approval of Class Action and PAGA Settlement. This is based on the Court's determination that
15 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

16 2. The Final Status Conference currently scheduled for August 16, 2019 at 8:30 a.m.
17 and the Trial currently scheduled for August 21, 2019 at 10:00 a.m. are vacated.

18 3. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all terms defined therein shall have the same meaning in this Order as set forth in the
20 Settlement Agreement.

21 4. The Court hereby grants Plaintiff leave to file the [Proposed] First Amended Class
22 Action Complaint for Damages and Complaint for Enforcement Under the Private Attorneys
23 General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint"), which the
24 Parties have jointly-agreed upon and which is attached hereto as "**EXHIBIT 1.**" The First
25 Amended Complaint shall be deemed filed as of the date of entry of this Order and shall be the
26 operative complaint in the Action for purpose of Settlement, including the release of claims.

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1 5. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
2 and reasonable. It appears to the Court that extensive investigation and research have been
3 conducted such that counsel for the parties at this time are able to reasonably evaluate their
4 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
5 substantial additional costs by all parties, as well as avoid the delay and risks that would be
6 presented by the further prosecution of the Action. It further appears that the Settlement has been
7 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
8 entered into in good faith.

9 6. The Court preliminarily finds that the Settlement, including the allocations for the
10 Attorneys' Fees and Costs, Class Representative Enhancement Payment, PAGA Payment,
11 Settlement Administration Costs, and payments to the Participating Class Members provided
12 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be
13 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
14 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
15 made available to the Class Members are fair, adequate, and reasonable when balanced against the
16 probable outcome of further litigation relating to liability, representative adjudication, certification,
17 and damages issues.

18 7. The Court conditionally certifies, for settlement purposes only, the Class, defined
19 as follows:

20 All individuals who are or were employed by Defendants in the State of
21 California during the period from June 30, 2012 through April 30, 2018 as on-site
22 employees classified as "exempt," holding the position of "property manager,"
"assistant property manager," "community manager," "assistant community
manager," "maintenance supervisor," "assistant maintenance supervisor," and/or
similar job titles.

23 8. The Court provisionally appoints the firm Lawyers *for* Justice, PC as Class
24 Counsel.

25 9. The Court provisionally appoints Plaintiff Guadalupe Moya as the Class
26 Representative.

27 10. The Court provisionally appoints Simpluris, Inc. ("Simpluris") as the Settlement
28 Administrator.

1 11. The Court concludes that, for settlement purposes only, the Class meets the
2 requirements for certification under section 382 of the California Code of Civil Procedure in that:
3 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
4 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
5 community of interest amongst the members of the Class with respect to the subject matter of the
6 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) the
7 Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
8 action is superior to other available methods for the efficient adjudication of the controversy; and
9 (f) Class Counsel is qualified to act as counsel for the Plaintiff in her individual capacity and as the
10 representative of the Class.

11 12. Within fourteen (14) calendar days of the date of this Order, Defendants will
12 provide the Settlement Administrator with the Class List, in conformity with the Settlement
13 Agreement.

14 13. The Court approves, both as to form and content, the Notice of Class Action
15 Settlement ("Class Notice") attached hereto as "EXHIBIT 2." The Class Notice shall be provided
16 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
17 Class Notice appears to fully and accurately inform the Class Members of all material elements of
18 the Settlement, of the Class Members' right to be excluded from the Class Settlement by
19 submitting a Request for Exclusion, of the Class Members' right to dispute the Workweeks
20 credited to each of them by submitting a dispute, and of each Participating Class Member's right
21 and opportunity to object to the Class Settlement by submitting a Notice of Objection. The Court
22 further finds that distribution of the Class Notice substantially in the manner and form set forth in
23 the Settlement and this Order, and that all other dates set forth in the Settlement and this Order,
24 meet the requirements of due process and shall constitute due and sufficient notice to all persons
25 entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by
26 First Class U.S. Mail to all Class Members within ten (10) calendar days of receipt of the Class
27 List, pursuant to the terms set forth in the Settlement.

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1 14. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement by submitting a timely written Request for
4 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
5 Administrator postmarked or faxed no later than sixty (60) calendar days after the date on which
6 the Settlement Administrator initially mails the Class Notice to Class Members or, in the case of a
7 re-mailed Class Notice, no later than the date that is an additional fifteen (15) calendar days after
8 the 60-day period ("Response Deadline"). Any such person who chooses to opt out of, and be
9 excluded from, the Class Settlement will not be entitled to an Individual Settlement Payment, and
10 will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
11 Class Members who have not submitted a timely Request for Exclusion ("Participating Class
12 Members") shall be bound by the Settlement Agreement and any final judgment based thereon.

13 15. A Final Approval Hearing shall be held before this Court on
14 _____ at _____ a.m./ p.m. in
15 Department 53 of the Los Angeles County Superior Court, Stanley Mosk Courthouse located at
16 111 North Hill Street, Los Angeles, California 90012, to determine all necessary matters
17 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
18 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
19 finally approved by the Court; whether a judgment, as provided in the Settlement, should be
20 entered herein; whether the plan of allocation contained in the Settlement should be approved as
21 fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the
22 requests for Attorneys' Fees and Costs, Class Representative Enhancement Payment, Settlement
23 Administration Costs, and allocation for the PAGA Payment.

24 16. Class Counsel shall file a motion for final approval of the Settlement and for
25 Attorneys' Fees and Costs, Class Representative Enhancement Payment, and Settlement
26 Administration Costs, along with the appropriate declarations and supporting evidence, including
27 the Settlement Administrator's declaration, by _____, to be
28 heard at the Final Approval Hearing.

1 17. To object to the Class Settlement, a Participating Class Member must submit a
2 written Notice of Objection to the Settlement Administrator postmarked no later than the Response
3 Deadline. The Notice of Objection must be signed and dated, and must contain the information
4 that is required, as set forth in the Class Notice, including and not limited to the grounds for the
5 objection.

6 18. The Settlement is not a concession or admission, and shall not be used against
7 Defendants as an admission or indication with respect to any claim of any fault or omission by
8 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
9 document, statement, proceeding or conduct related to the Settlement; nor any reports or accounts
10 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
11 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
12 evidence of a presumption, concession, indication or admission by Defendants of any liability,
13 fault, wrongdoing, omission, concession or damage.

14 19. In the event the Settlement does not become effective in accordance with the terms
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
16 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
17 vacated, and the Parties shall revert back to their respective positions as of before entering into the
18 Settlement Agreement.

19 20. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the
21 Class Members, and retains jurisdiction to consider all further applications arising out of or
22 connected with the Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

By:

The Honorable Robert B. Broadbelt
Judge of the Superior Court

EXHIBIT 1

Edwin Aiwazian (SBN 232943)
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GUADALUPE MOYA; individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

USRG (CALIFORNIA) INC., a California
corporation; U.S. RESIDENTIAL GROUP
LLC, an unknown business entity; and DOES I
through 100, inclusive,

Defendants.

Case No.: BC625588

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
& COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (5) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (8) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (9) Violation of California Business & Professions Code §§ 17200, et seq.
- (10) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff GUADALUPE MOYA ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for each named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are a citizen of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Los Angeles. Plaintiff resides in the State of California, County of Los Angeles and the acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff GUADALUPE MOYA is an individual residing in the State of California, County of Los Angeles.

1 6. Defendant USRG (CALIFORNIA) INC., at all times herein mentioned, was and
2 is, upon information and belief, a California corporation, and at all times herein mentioned, an
3 employer whose employees are engaged throughout the State of California, including the
4 County of Los Angeles.

5 7. Defendant U.S. RESIDENTIAL GROUP LLC, at all times herein mentioned,
6 was and is, upon information and belief, an employer whose employees are engaged
7 throughout the State of California, including the County of Los Angeles.

8 8. At all relevant times, USRG (CALIFORNIA) INC. and U.S. RESIDENTIAL
9 GROUP LLC were the "employer" of Plaintiff within the meaning of all applicable state laws
10 and statutes.

11 9. At all times herein relevant, USRG (CALIFORNIA) INC., U.S. RESIDENTIAL
12 GROUP LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint
13 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
14 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
15 the course and scope of their authority as such agents, partners, joint venturers, representatives,
16 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions
17 alleged herein were duly committed with the ratification, knowledge, permission,
18 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

19 10. The true names and capacities, whether corporate, associate, individual or
20 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
21 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
22 information and belief alleges, that each of the defendants designated as a DOE is legally
23 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
24 the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of
25 court to amend this Complaint to show the true names and capacities when the same have been
26 ascertained.

27 11. USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC, and DOES 1
28 through 100 will hereinafter collectively be referred to as "Defendants."

12. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

14. The proposed class is composed as follows:

All current and former salaried on-site employees misclassified as "exempt," including but not limited to "property managers," "assistant property managers," "community managers," "assistant community managers," "maintenance supervisors," "assistant maintenance supervisors," or persons who held similar job titles and/or performed similar job duties, within the State of California at any time during the period from June 30, 2012 to April 30, 2018.

15. Plaintiff reserves the right to establish subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

- 1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
2 each class member, with whom she has a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiff has no
4 interest that is antagonistic to the other class members. Plaintiff's
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Current employees are
16 often afraid to assert their rights out of fear of direct or indirect
17 retaliation despite continuing violations of California's wage-and- hour
18 laws. However, class actions provide the class members who are not
19 named in the complaint anonymity that allows for the vindication of their
20 rights.

21 17. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

- 24 a. Whether Plaintiff and the other the putative class members were
25 classified as "exempt" in violation of California law;
26 b. Whether Defendants' failure to pay wages, without abatement or
27 reduction, in accordance with the California Labor Code, was willful;

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- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal periods or required Plaintiff and the other class members to work during meal periods without compensation;
- e. Whether Defendants deprived Plaintiff and the other class members of rest periods or required Plaintiff and the other class members to work during rest periods without compensation;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

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n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, California Private Attorneys General Act ("PAGA") was applicable to Plaintiff's employment by Defendants.

19. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

20. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

21. Plaintiff was employed by Defendants and the alleged violation was committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by certified mail (hereinafter "Employee's Notice") to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. Prior to June 2016, PAGA required that the LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved

1 employee by certified mail that it does not intend to investigate the
2 alleged violation within thirty (30) calendar days of the postmark date of
3 the Employee's Notice. Upon receipt of the LWDA Notice, or if the
4 LWDA Notice is not provided within thirty-three (33) calendar days of
5 the postmark date of the Employee's Notice, the aggrieved employee
6 may commence a civil action pursuant to California Labor Code section
7 2699 to recover civil penalties in addition to any other penalties to which
8 the employee may be entitled.

9 23. On May 27, 2016, Plaintiff provided written notice by U.S. Certified Mail to the
10 LWDA and to Defendants USRG (CALIFORNIA) INC. and U.S. RESIDENTIAL GROUP
11 LLC of the specific provisions of the California Labor Code alleged to have been violated,
12 including the facts and theories to support the alleged violations.

13 24. Therefore, Plaintiff has satisfied the administrative prerequisites under
14 California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in
15 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204,
16 226(a), 226.7, 510, 512(a), 1174(d), 1198, 2800 and 2802.

17 GENERAL ALLEGATIONS

18 25. At all relevant times set forth herein, Defendants employed Plaintiff and other
19 aggrieved salaried on-site employees misclassified as "exempt," including but not limited to
20 "property managers," "assistant property managers," "community managers," "assistant
21 community managers," "maintenance supervisors," "assistant maintenance supervisors," or
22 persons who held similar job titles and/or performed similar job duties, who worked for
23 Defendants within the State of California.

24 26. Defendants, jointly and severally, employed Plaintiff from approximately
25 September 2012 to approximately April 2016 in the State of California, County of Los
26 Angeles. During the relevant time period, Defendants, jointly and severally, employed
27 Plaintiff as a salaried "community manager" misclassified as "exempt."

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2 27. Defendants hired Plaintiff and the other class members, misclassified them as
3 "exempt" employees, and paid them on a salary basis, without compensation for overtime
4 hours worked, missed meal periods or rest breaks.

5 28. Defendants had the authority to hire and terminate Plaintiff and the other class
6 members, to set work rules and conditions governing Plaintiff's and the other class members'
7 employment, and to supervise their daily employment activities.

8 29. Defendants exercised sufficient authority over the terms and conditions of
9 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
10 and the other class members.

11 30. Defendants directly hired and paid wages and benefits to Plaintiff and the other
12 class members.

13 31. Defendants continue to employ salaried, on-site employees misclassified as
14 "exempt" within the State of California.

15 32. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
16 the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week
17 during their employment with Defendants.

18 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 engaged in a uniform policy and systematic scheme of wage abuse against their "exempt" or
20 salaried store-level employees. This scheme involved, inter alia, misclassifying these
21 positions as "exempt" managerial employees for purposes of the payment of overtime
22 compensation when, in fact, they were "non-exempt" non-managerial employees according to
23 California law.

24 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 certain wages for overtime compensation and that they were not receiving wages for overtime
27 compensation.

28 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 failed to provide Plaintiff and the other class members the required rest and meal periods
2 during the relevant time period as required under the applicable Industrial Welfare
3 Commission ("IWC") Wage Orders and thus they are entitled to any and all applicable
4 penalties.

5 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members were entitled to receive
7 all meal periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved
8 employee's regular rate of pay when a meal period was missed, and they did not receive all
9 meal periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved
10 employee's regular rate of pay when a meal period was missed.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members were entitled to receive
13 all rest periods or payment of one additional hour of pay at Plaintiff's regular rate of pay when
14 a rest period was missed, and they did not receive all rest periods or payment of one additional
15 hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period
16 was missed.

17 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 at least minimum wages for compensation and that they were not receiving at least minimum
20 wages for all hours worked.

21 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that the aggrieved employees were entitled to receive all wages
23 owed to them upon discharge or resignation, including overtime and minimum wages and meal
24 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
25 time of their discharge.

26 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to receive
28 all wages owed to them during their employment. Plaintiff and the other class members did

1 not receive payment of all wages, including overtime and minimum wages and meal and rest
2 period premiums, within any time permissible under California Labor Code section 204.

3 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other class members were entitled to receive
5 complete and accurate wage statements in accordance with California law, but, in fact, they did
6 not receive complete and accurate wage statements from Defendants. The deficiencies
7 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
8 other class members.

9 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Defendants had to keep complete and accurate payroll records
11 for Plaintiff and the other class members in accordance with California law, but, in fact, did
12 not keep complete and accurate payroll records.

13 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to
15 reimbursement for necessary business-related expenses and costs.

16 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that they had a duty to compensate Plaintiff and the other class
18 members pursuant to California law, and that Defendants had the financial ability to pay such
19 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
20 represented to Plaintiff and the other class members that they were properly denied wages, all
21 in order to increase Defendants' profits.

22 45. At all material times set forth herein, Defendants failed to pay overtime wages
23 to Plaintiff and the other class members. Plaintiff and the other class members were required
24 to work more than eight (8) hours per day and/or forty (40) hours per week without overtime
25 compensation.

26 46. At all material times set forth herein, Defendants failed to provide uninterrupted
27 meal and rest periods to Plaintiff and the other class members.

28 47. At all material times set forth herein, Defendants failed to pay the aggrieved

1 employees all wages owed to them upon discharge or resignation.

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3 48. At all material times set forth herein, Defendants failed to pay Plaintiff and the
4 other class members' wages within any time permissible under California law, including, *inter*
5 *alia*, California Labor Code section 204.

6 49. At all material times set forth herein, Defendants failed to provide complete and
7 accurate wage statements to Plaintiff and the other class members.

8 50. At all material times set forth herein, Defendants failed to keep complete and
9 accurate payroll records for Plaintiff and the other class members.

10 51. At all material times set forth herein, Defendants failed to reimburse Plaintiff
11 and the other class members for necessary business-related expenses and costs.

12 52. At all material times set forth herein, Defendants failed to properly compensate
13 Plaintiff and the other class members pursuant to California law in order to increase
14 Defendants' profits.

15 53. California Labor Code section 218 states that nothing in Article 1 of the Labor
16 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
17 due to him [or her] under this article."

18 **FIRST CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 510 and 1198)**

20 **(Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,**
21 **and DOES 1 through 100)**

22 54. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 53, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 55. California Labor Code section 1198 and the applicable Industrial Welfare
26 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
27 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
28 rate of pay, depending on the number of hours worked by the person on a daily or weekly

1 basis.

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3 56. Specifically, the applicable IWC Wage Order provides that Defendants are and
4 were required to pay Plaintiff and the other class members employed by Defendant, and
5 working more than eight (8) hours in a day or more than forty (4) hours in a workweek, at the
6 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
7 than forty (40) hours in a workweek.

8 57. The applicable IWC Wage Order further provides that Defendants are and were
9 required to pay Plaintiff and the other class members overtime compensation at a rate of two
10 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

11 58. California Labor Code section 510 codifies the right to overtime compensation
12 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
13 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
14 of work, and no overtime compensation at twice the regular hourly rate for hours worked in
15 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
16 of work.

17 59. During the relevant time period, Plaintiff and the other class members worked in
18 excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of
19 forty (40) hours in a week.

20 60. During the relevant time period, Defendants intentionally and willfully failed to
21 pay overtime wages owed to Plaintiff and the other class members.

22 61. Defendants' failure to pay Plaintiff and the other class members the unpaid
23 balance of overtime compensation, as required by California laws, violates the provisions of
24 California Labor Code sections 510 and 1198, and is therefore unlawful.

25 62. Pursuant to California Labor Code section 1194, Plaintiff and the other class
26 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
27 attorneys' fees.

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SECOND CAUSE OF ACTION

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(Violation of California Labor Code §§ 226.7 and 512(a))

5

(Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,

6

and DOES 1 through 100)

7

63. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

10

64. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

13

65. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

16

66. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

22

67. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

28

1 68. During the relevant time period, Plaintiff and the other class members who were
2 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
3 their legally-mandated meal periods by mutual consent, were required to work for periods
4 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
5 minutes.

6 69. During the relevant time period, Plaintiff and the other class members who were
7 scheduled to work for a period of time in excess of six (6) hours were required to work for
8 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
9 (30) minutes.

10 70. During the relevant time period, Plaintiff and the other class members who were
11 scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
12 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were
13 required to work in excess of ten (10) hours without receiving a second uninterrupted meal
14 period of not less than thirty (30) minutes.

15 71. During the relevant time period, Plaintiff and other class members who were
16 scheduled to work for a period of time in excess of twelve (12) hours were required to work for
17 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
18 thirty (30) minutes.

19 72. During the relevant time period, Defendants intentionally and willfully required
20 Plaintiff and the other class members to work during meal periods and failed to compensate
21 Plaintiff and the other class members the full meal period premium for work performed during
22 meal periods.

23 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
24 class members the full meal period premium due pursuant to California Labor Code section
25 226.7.

26 74. Defendants' conduct violates applicable IWC Wage Order and California Labor
27 Code sections 226.7 and 512(a).

28 75. Pursuant to applicable IWC Wage Order and California Labor Code section

226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
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additional hour of pay at the employee's regular rate of compensation for each work day that the
meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,
and DOES 1 through 100)**

76. Plaintiff incorporates by reference the allegations contained in paragraphs 1
through 75, and each and every part thereof with the same force and effect as though fully set
forth herein.

77. At all times herein set forth, the applicable IWC Wage Order and California
Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
employment by Defendants.

78. At all relevant times, California Labor Code section 226.7 provides that no
employer shall require an employee to work during any rest period mandated by an applicable
order of the California IWC.

79. At all relevant times, the applicable IWC Wage Order provides that "[e]very
employer shall authorize and permit all employees to take rest periods, which insofar as
practicable shall be in the middle of each work period" and that the "rest period time shall be
based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
hours or major fraction thereof" unless the total daily work time is less than three-and-one-half
(3 ½) hours.

80. During the relevant time period, Defendants required Plaintiff and other class
members to work four (4) or more hours without authorizing or permitting a ten (10) minute
rest period per each four (4) hour period worked.

81. During the relevant time period, Defendants willfully required Plaintiff and the
other class members to work during rest periods and failed to pay Plaintiff and the other class

1 members the full rest period premium for work performed during rest periods.

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3 82. During the relevant time period, Defendants failed to pay Plaintiff and the other
4 class members the full rest period premium due pursuant to California Labor Code section
5 226.7

6 83. Defendants' conduct violates applicable IWC Wage Orders and California
7 Labor Code section 226.7.

8 84. Pursuant to the applicable IWC Wage Orders and California Labor Code section
9 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
10 additional hour of pay at the employees' regular hourly rate of compensation for each work
11 day that the rest period was not provided.

12 **FOURTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 201 and 202)**

14 **(Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,**
15 **and DOES 1 through 100)**

16 85. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 84, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 86. At all relevant times herein set forth, California Labor Code sections 201 and
20 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
21 time of discharge are due and payable immediately, and if an employee quits his or her
22 employment, his or her wages shall become due and payable not later than seventy-two (72)
23 hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
24 intention to quit, in which case the employee is entitled to his or her wages at the time of
25 quitting.

26 87. During the relevant time period, Defendants intentionally and willfully failed to
27 pay Plaintiff and the other class members who are no longer employed by Defendants their
28 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

89. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

90. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

(Violation of California Labor Code § 204)

**(Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,
and DOES 1 through 100)**

91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 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.

93. At all times herein set forth, California Labor Code section 204 provides 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.

94. At all times herein set forth, California Labor Code section 204 provides that all

1 wages earned for labor in excess of the normal work period shall be paid no later than the
2 payday for the next regular payroll period.

3 95. During the relevant time period, Defendants intentionally and willfully failed to
4 pay Plaintiff and the other class members all wages due to them, within any time period
5 permissible under California Labor Code section 204.

6 96. Plaintiff and the other class members are entitled to recover all remedies
7 available for violations of California Labor Code section 204.

8 **SIXTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226(a))**

10 **(Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,**
11 **and DOES 1 through 100)**

12 97. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 96, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 98. At all material times set forth herein, California Labor Code section 226(a)
16 provides that every employer shall furnish each of his or her employees an accurate itemized
17 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
18 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
19 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
20 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
21 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
22 his or her social security number, (8) the name and address of the legal entity that is the
23 employer, and (9) all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee. The deductions
25 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
26 showing the month, day, and year, and a copy of the statement or a record of the deductions
27 shall be kept on file by the employer for at least three years at the place of employment or at a
28 central location within the State of California.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,
and DOES 1 through 100)

104. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

105. Pursuant to California Labor Code section 1174(d), an employer shall 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

1 employed at the respective plants or establishments. These records shall be kept in accordance
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3 with rules established for this purpose by the commission, but in any case shall be kept on file
4 for not less than two years.

5 106. Defendants have intentionally and willfully failed to keep accurate and complete
6 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
7 class members.

8 107. As a result of Defendants' violation of California Labor Code section 1174(d),
9 Plaintiff and the other class members have suffered injury and damage to their statutorily-
10 protected rights.

11 108. More specifically, Plaintiff and the other class members have been injured by
12 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
13 they were denied both their legal right and protected interest, in having available, accurate and
14 complete payroll records pursuant to California Labor Code section 1174(d).

15 **EIGHTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 2800 and 2802)**

17 **(Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,**
18 **and DOES 1 through 100)**

19 109. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 108, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 110. Pursuant to California Labor Code sections 2800 and 2802, an employer must
23 reimburse its employee for all necessary expenditures incurred by the employee in direct
24 consequence of the discharge of his or her job duties or in direct consequence of his or her
25 obedience to the directions of the employer.

26 111. Plaintiff and the other class members incurred necessary business-related
27 expenses and costs that were not fully reimbursed by Defendants.

28 112. Defendants have intentionally and willfully failed to reimburse Plaintiff and the

1 other class members for all necessary business-related expenses and costs.

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3 113. Plaintiff and the other class members are entitled to recover from Defendants
4 their business-related expenses and costs incurred during the course and scope of their
5 employment, plus interest accrued from the date on which the employee incurred the necessary
6 expenditures at the same rate as judgments in civil actions in the State of California.

7 **NINTH CAUSE OF ACTION**

8 (Violation of California Business & Professions Code §§ 17200, et seq.)

9 (Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,

10 and DOES 1 through 100)

11 114. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 113, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 115. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
15 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
16 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
17 interest within the meaning of Code of Civil Procedure section 1021.5.

18 116. Defendants' activities as alleged herein are violations of California law, and
19 constitute unlawful business acts and practices in violation of California Business &
20 Professions Code section 17200, et seq.

21 117. A violation of California Business & Professions Code section 17200, et seq.
22 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
23 policies and practices of requiring employees, including Plaintiff and the other class members,
24 to work overtime without paying them proper compensation violate California Labor Code
25 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
26 employees, including Plaintiff and the other class members, to work through their meal and
27 rest periods without paying them proper compensation violate California Labor Code sections
28 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages

1 to Plaintiff and the other class members violate California Labor Code sections 201, 202 and
2 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

3 118. As a result of the herein described violations of California law, Defendants
4 unlawfully gained an unfair advantage over other businesses.

5 119. Plaintiff and the other class members have been personally injured by
6 Defendants' unlawful business acts and practices as alleged herein, including but not
7 necessarily limited to the loss of money and/or property.

8 120. Pursuant to California Business & Professions Code sections 17200, et seq.,
9 Plaintiff and the other class members are entitled to restitution of the wages withheld and
10 retained by Defendants during a period that commences four years prior to the filing of this
11 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
12 1021.5 and other applicable laws; and an award of costs.

13 **TENTH CAUSE OF ACTION**

14 **Violation of California Labor Code § 2698, et seq.**

15 **(Against USRG (CALIFORNIA) INC., U.S. RESIDENTIAL GROUP LLC,**
16 **and DOES 1 through 100)**

17 121. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 120, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 122. PAGA expressly establishes that any provision of the California Labor Code
21 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
22 departments, divisions, commissions, boards, agencies or employees for a violation of the
23 California Labor Code, may be recovered through a civil action brought by an aggrieved
24 employee on behalf of himself or herself, and other current or former employees.

25 123. Whenever the LWDA, or any of its departments, divisions, commissions,
26 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
27 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
28 assess a civil penalty.

124. Plaintiff and the other salaried, on-site employees misclassified as “exempt” are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

125. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

126. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

127. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Timely Pay Wages Upon Termination

128. Defendants’ failure to timely pay wages to the aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

129. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

130. Defendants’ failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

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3 **Failure to Keep Complete and Accurate Payroll Records**

4 131. Defendants' failure to keep complete and accurate payroll records relating to
5 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
6 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
7 1174(d).

8 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

9 132. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
10 necessary business-related expenses and costs in accordance with California Labor Code
11 sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California
12 Labor Code sections 2800 and 2802.

13 133. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
14 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and
15 each of them, business expenses, unpaid wages, and/or untimely wages according to proof,
16 interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as
17 all statutory penalties against Defendants, and each of them, including but not limited to:

- 18 a. Penalties under California Labor Code section 2699 in the amount of a
19 hundred dollars (\$100) for each aggrieved employee per pay period for the
20 initial violation, and two hundred dollars (\$200) for each aggrieved
21 employee per pay period for each subsequent violation;
- 22 b. Penalties under California Code of Regulations Title 8 section 11010, et
23 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
24 pay period for the initial violation, and one hundred dollars (\$100) for
25 each aggrieved employee per pay period for each subsequent violation;
- 26 c. Penalties under California Labor Code section 210 in addition to, and
27 entirely independent and apart from, any other penalty provided in the
28 California Labor Code in the amount of a hundred dollars (\$100) for each

1 aggrieved employee per pay period for the initial violation, and two
2 hundred dollars (\$200) for each aggrieved employee per pay period for
3 each subsequent violation; and

4 d. Any and all additional penalties and sums as provided by the California
5 Labor Code and/or other statutes.

6 134. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
7 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
8 and Workforce Development Agency for the enforcement of labor laws and education of
9 employers and employees about their rights and responsibilities and twenty-five percent (25%)
10 to the aggrieved employees.

11 135. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
12 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
13 statute.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the
16 California Private Attorneys General Act, requests a trial by jury.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees
19 pursuant to the Private Attorneys General Act, prays for relief and judgment against
20 Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

21 **Class Certification**

22 1. That this action be certified as a class action;
23 2. That Plaintiff be appointed as the representative of the Class;
24 3. That counsel for Plaintiff be appointed as Class Counsel; and
25 4. That Defendants provide to Class Counsel, immediately upon its appointment,
26 the names and most current contact information (address and telephone numbers) of all class
27 members.

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3 As to the First Cause of Action

4 5. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
6 all overtime wages due to Plaintiff and the other class members;

7 6. For general unpaid wages at overtime wage rates and such general and special
8 damages as may be appropriate;

9 7. For pre-judgment interest on any unpaid overtime compensation commencing
10 from the date such amounts were due;

11 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Labor Code section 1194; and

13 9. For such other and further relief as the court may deem just and proper.

14 As to the Second Cause of Action

15 10. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
17 provide all meal periods (including second meal periods) to Plaintiff and the other class
18 members;

19 11. That the Court make an award to Plaintiff and the other class members of one
20 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
21 period was not provided;

22 12. For all actual, consequential, and incidental losses and damages, according to
23 proof;

24 13. For premium wages pursuant to California Labor Code section 226.7(b);

25 14. For pre-judgment interest on any unpaid wages from the date such amounts
26 were due;

27 15. For reasonable attorneys' fees and costs of suit incurred herein; and

28 16. For such other and further relief as the court may deem just and proper.

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3 As to the Third Cause of Action

4 17. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
6 rest periods to Plaintiff and the other class members;

7 18. That the Court make an award to Plaintiff and the other class members of one
8 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
9 period was not provided;

10 19. For all actual, consequential, and incidental losses and damages, according to
11 proof;

12 20. For premium wages pursuant to California Labor Code section 226.7(b);

13 21. For pre-judgment interest on any unpaid wages from the date such amounts
14 were due; and

15 22. For such other and further relief as the court may deem just and proper.

16 As to the Fourth Cause of Action

17 23. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
19 time of termination of the employment of Plaintiff and the other class members no longer
20 employed by Defendants;

21 24. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 25. For statutory wage penalties pursuant to California Labor Code section 203 for
24 Plaintiff and the other class members who have left Defendants' employ;

25 26. For pre-judgment interest on any unpaid compensation from the date such
26 amounts were due; and

27 27. For such other and further relief as the court may deem just and proper.

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3 As to the Fifth Cause of Action

4 28. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
6 by California Labor Code section 204 to Plaintiff and the other class members;

7 29. For all actual, consequential, and incidental losses and damages, according to
8 proof;

9 30. For pre-judgment interest on any unpaid compensation from the date such
10 amounts were due; and

11 31. For such other and further relief as the court may deem just and proper.

12 As to the Sixth Cause of Action

13 32. That the Court declare, adjudge and decree that Defendants violated the record
14 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
15 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
16 wage statements thereto;

17 33. For actual, consequential and incidental losses and damages, according to proof;

18 34. For statutory penalties pursuant to California Labor Code section 226(e);

19 35. For injunctive relief to ensure compliance with this section, pursuant to
20 California Labor Code section 226(h); and

21 36. For such other and further relief as the court may deem just and proper.

22 As to the Seventh Cause of Action

23 37. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
25 for Plaintiff and the other class members as required by California Labor Code section
26 1174(d);

27 38. For actual, consequential and incidental losses and damages, according to proof;

28 39. For statutory penalties pursuant to California Labor Code section 1174.5; and

1 40. For such other and further relief as the court may deem just and proper.

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3 As to the Eighth Cause of Action

4 41. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
6 class members for all necessary business-related expenses as required by California Labor
7 Code sections 2800 and 2802;

8 42. For actual, consequential and incidental losses and damages, according to proof;

9 43. For the imposition of civil penalties and/or statutory penalties;

10 44. For punitive damages and/or exemplary damages according to proof at trial;

11 45. For reasonable attorneys' fees and costs of suit incurred herein; and

12 46. For such other and further relief as the court may deem just and proper.

13 As to the Ninth Cause of Action

14 47. That the Court declare, adjudge and decree that Defendants California Business
15 and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class
16 members all overtime compensation due to them, failing to provide all meal and rest periods to
17 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
18 wages timely as required by California Labor Code sections 201, 202 and 204, failing to
19 provide Plaintiff and other class members with complete and accurate wage statements, failing
20 to keep complete and accurate payroll records, and failing to reimburse Plaintiff and the other
21 class members for necessary business-related expenses and costs.

22 48. For restitution of unpaid wages to Plaintiff and all the other class members and
23 all pre-judgment interest from the day such amounts were due and payable;

24 49. For the appointment of a receiver to receive, manage and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violation of California Business and Professions Code sections
27 17200, et seq.;

28 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5;

2 ///

3 51. For injunctive relief to ensure compliance with this section, pursuant to
4 California Business and Professions Code sections 17200, et seq.; and

5 52. For such other and further relief as the court may deem just and proper.

6 **As to the Tenth Cause of Action**

7 53. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and
8 (g) plus costs/expenses and attorneys' fees for violation of California Labor Code sections 201,
9 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1198, 2800 and 2802; and

10 54. For such other and further relief as the Court may deem equitable and
11 appropriate.

12 DATED: June __, 2018

LAWYERS for JUSTICE, PC

13
14 By: _____

15 Edwin Aiwarzian

16 *Attorneys for Plaintiff*
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EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

Guadalupe Moya v. USRG (California) Inc., et al.
Superior Court of California, County of Los Angeles, Case No. BC625588

You have received this Notice because records of Defendants USRG (California) Inc. and U.S. Residential Group, LLC ("Defendants") indicate that you are or were employed by Defendants in the State of California during the time period from June 30, 2012 through April 30, 2018 as on-site employees classified as "exempt," holding the position of "property manager," "assistant property manager," "community manager," "assistant community manager," "maintenance supervisor," "assistant maintenance supervisor," and/or similar job titles.

You do not need to take any action to receive an Individual Settlement Share and your legal rights may be affected.

This Notice is designed to advise you of your rights and options, such as how you can request to be excluded from the settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), in the case entitled *Guadalupe Moya v. USRG (California) Inc., et al.*, Los Angeles County Superior Court, Case No. BC625588 ("Action"), preliminary approval of a proposed class action settlement was granted on [Date of Preliminary Approval]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether final approval of the settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Guadalupe Moya ("Plaintiff") and Defendants (Plaintiff and Defendants are collectively referred to as the "Parties") in the above-entitled action, which may affect your legal rights.

I. DEFINITIONS

"Class" means all individuals who are or were employed by Defendants in the State of California during the Class Period as on-site employees classified as "exempt," holding the position of "property manager," "assistant property manager," "community manager," "assistant community manager," "maintenance supervisor," "assistant maintenance supervisor," and/or similar job titles.

"Class Member" means a member of the Class.

"Class Period" means the period from June 30, 2012 through April 30, 2018.

II. BACKGROUND OF THE ACTION

On June 30, 2016, Plaintiff commenced the Action and filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq ("Complaint"). On [DATE], Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices and conduct giving rise to penalties under the Private Attorneys General Act ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law, and contend that at all times they have complied with federal, state, and local laws.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement"), which was preliminarily approved by the Court on [Date of Preliminary Approval]. The Court has appointed Simpluris, Inc. as the administrator of the settlement ("Settlement Administrator"). The Court has also preliminarily appointed Plaintiff Guadalupe Moya as representative of the Class ("Class Representative") and has preliminarily appointed the following Plaintiff's counsel as counsel for the Class ("Class Counsel"):

Lawyers for Justice, PC
Edwin Aiwasian, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive a Individual Settlement Share, but you have the opportunity to request exclusion or object to the settlement if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendants that the claims in the Action have merit or that the Defendants have any liability to the Plaintiff or to the Class Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Class Settlement Amount is Three Hundred Ten Thousand Dollars and Zero Cents (\$310,000.00). The portion of the Class Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the Settlement ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Class Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Expenses consisting of attorneys' fees (not to exceed 38% of the Class Settlement Amount, i.e., \$310,000.00) and actual litigation costs and expenses to Class Counsel; (2) Class Representative Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff; (3) Settlement Administration Costs (which are currently estimated not to exceed \$6,500) to the Settlement Administrator; and (4) penalties in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) allocated to PAGA ("PAGA Payment") of which seventy-five percent (75%) (i.e., \$3,750.00) will be paid to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) (i.e., \$1,250.00) will be paid to Participating Class Members who worked for Defendants during the period from May 27, 2015 through April 30, 2018 ("PAGA Period").

Participating Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount ("Individual Settlement Share") based on means the number of weeks he or she actually worked for Defendants during the Class Period in the State of California as on-site employees classified as "exempt," holding the title of "property manager," "assistant property manager," "community manager," "assistant community manager," "maintenance supervisor," "assistant maintenance supervisor," and or similar job title ("Workweeks"). The Settlement Administrator will determine the total number of Workweeks worked by all Class Members ("Class Workweeks"). To determine each Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula:

Individual Settlement Share = Individual Workweeks ÷ Class Workweeks x Net Settlement Amount.

Each Individual Settlement Share shall be allocated one third (1/3) as wages ("wages portion"), to be reported on an IRS Form W2, and two thirds (2/3) as non-wages for interest and penalties ("non-wages portion"), to be reported on an IRS Form 1099. Participating Class Members will be issued payment of their Individual Settlement Shares after reduction for the applicable employee's share of payroll taxes with respect to the wages portion of the Individual Settlement Shares.

Twenty-five percent (25%) of the PAGA Payment (i.e., \$1,250) ("Employee PAGA Portion") will be distributed amongst Class Members who worked for Defendants during the PAGA Period on a *pro rata* basis, based on Workweeks. Each share of the Employee PAGA Portion will be deemed one hundred percent (100%) penalties and will be reported on an IRS Form 1099.

If the Court grants final approval of the Settlement, payments will be mailed to the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records during the Class Period, you worked for [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must mail or fax a written dispute to the Settlement Administrator, postmarked or fax-stamped **no later than [RESPONSE DEADLINE]**, at the address listed in Section IV.B below.

A dispute must contain: (a) the case name and number of the Action (*Moya v. USRG (California) Inc., et al., Los Angeles County Case No. BC625588*); (b) the Class member's full name, signature, address, and telephone number; (c) a written statement clearly indicating that the Class Member wishes to dispute the number of Workweeks credited to him or her and the number of Workweeks that he or she contends is the correctly creditable to him or her; and (d) any evidence showing that the number of Workweeks credited to him or her based on Defendants' records is inaccurate.

C. Your Estimated Individual Settlement Share and, if applicable, Share of the Employee PAGA Portion

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement:

- **your gross Individual Settlement Share is estimated to be \$ _____ . The Individual Settlement Share is subject to reduction for all applicable employee's share of taxes with respect to the wage portion of the Individual Settlement Share.**
- **your share of the Employee PAGA Portion is estimated to be \$ _____ .**

The settlement approval process may take six months or more. Your Individual Settlement Share and, if applicable, share of the Employee PAGA portion reflected on this Notice are only estimates. Your actual payment(s) may be higher or lower than estimated.

D. Released Claims

Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Participating Class Members shall fully, finally, and forever settle, compromise, release, and discharge the Defendants, their officers and directors, and any of their former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any ("Released Parties") from any and all claims, rights, demands, liabilities, damages, causes of action, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, that were or could have been pleaded based on, arising from the factual allegations set forth in the First Amended Complaint, including: (i) all claims for failure to pay minimum wages; (ii) all claims for failure to pay overtime; (iii) all claims for failure to provide compliant meal and rest break and associated premium pay; (iv) all claims for the failure to timely pay wages upon termination and associated waiting time penalties; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for failure to provide compliant wage statements; (vii) all claims for the failure to keep requisite payroll records; and (viii) all claims for failure to reimburse business expenses ("Released Claims"). Released Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses,

penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, and causes of action, that could potentially arise from the receipt of any monies as a result of this settlement by any Participating Class Member. ("Released Claims") for the entire period from June 30, 2012 through Preliminary Approval from the Released Claims that do not arise under PAGA ("Class Settlement").

Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Class Members shall fully, finally, and forever settle, compromise, release, and discharge the Released Parties from any and all Released Claims which arise under PAGA ("PAGA Released Claims") ("PAGA Settlement").

E. Attorneys' Fees and Costs

Class Counsel will seek Attorneys' Fees and Costs consisting of attorneys' fees in an amount of up to One Hundred Seventeen Thousand Eight Hundred Dollars and Zero Cents (\$117,800.00) and actual litigation costs and expenses, subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Class Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Enhancement Payment

In consideration for her service in connection with the Action, Plaintiff will each seek a Class Representative Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), to be paid from the Class Settlement Amount subject to approval by the Court. If awarded, the Class Representative Enhancement Payment shall be paid to Plaintiff in addition to her Individual Settlement Share and share of the Employee PAGA Portion that she is entitled to under the Settlement.

G. PAGA Payment

As explained above, Five Thousand Dollars and Zero Cents (\$5,000.00) of the Class Settlement Amount is allocated for penalties pursuant to PAGA (i.e., PAGA Payment). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Penalties (i.e., \$3,750.00) will be paid to the LWDA and the remaining twenty-five percent (25%) of the PAGA Penalties (i.e., \$1,250.00) will be distributed on a *pro rata* basis Class Members who worked for Defendants during the PAGA period.

H. Settlement Administration

Payment to the Settlement Administrator, Simpluris, Inc., is estimated to be Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes, calculating Individual Settlement Shares and shares of the Employee PAGA Portion, and distributing payments and tax forms under the Settlement, and will be paid from the Class Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Share and, if applicable, share of the Employee PAGA Portion. Unless you elect to exclude yourself from the Settlement by submitting a Request for Exclusion, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement described in this Notice, you may seek exclusion from the Class Settlement by mailing or faxing a written request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked or fax-stamped **no later than [Response Deadline]**, at the following address:

[Settlement Administrator]
[address]

The Request for Exclusion must: (a) contain the case name and number of the Action (*Moya v. USRG (California) Inc., et al., Los Angeles County Case No. BC625588*); (b) be signed by the Class Member; (c) contain the name, address, telephone number and the last four digits of the Social Security number of the Class Member; and (d) clearly state that the Class Member does not wish to be included in the Settlement.

A Class Member who does not request exclusion from the Class Settlement will be a Participating Class Member and will be bound by all terms of the Settlement Agreement if final approval of the Settlement is granted by the Court.

Any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Share, will not be bound by the Settlement Agreement (and the release of Released Claims, excluding the PAGA Released Claims, stated in Section III.D above), nor have any right to object to, appeal, or comment on the Settlement. A Class Member who timely submits a Request for Exclusion is still bound by the PAGA Settlement and will still be deemed to have released the PAGA Released Claims.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a request to be excluded from the Settlement.

Class Member's written objection to the Settlement must be mailed or faxed to the Settlement Administrator at the address listed above, postmarked or fax-stamped **no later than [RESPONSE DEADLINE]** which must include: (a) the case name and number of the Action (*Moya v. USRG (California) Inc., et al., Los Angeles County Case No. BC625588*); (b) the objector's full name, signature, address, and telephone number, (c) a written statement clearly indicating that the objector wishes to object to the Class Settlement and stating all legal and factual grounds for the objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based or which support the objection.

A Class Member who does not mail a timely and valid Objection as specified above will be deemed to have waived all objections and will be foreclosed from making any objections to the Class Settlement, whether by appeal or otherwise. Class Members who submit a valid and timely Request for Exclusion cannot object to the Class Settlement. Class Members only have a right to submit an Objection and/or submit a Request for Exclusion with respect to the Class Settlement. Class Members cannot object and cannot exclude themselves from the PAGA Settlement.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Los Angeles County Superior Court, located at the Anacapa Division,

1100 Anacapa Street, Department 53 located of the Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on Class Counsel's request for Attorneys' Fees and Costs, Class Representative Enhancement Payment, and Settlement Administration Costs.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may view of the Settlement Agreement and documents filed in the Action by visiting the Clerk's Office in Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, California 90012.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: [INSERT].

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.