

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

JASON GEORGE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

PALISADES TAHOE RESORT, LLC, a
Delaware Limited Liability Company;
SQUAW VALLEY RESORT, LLC, a
business organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. S-CV-0049766

**DECLARATION OF MAI TULYATHAN IN
SUPPORT OF PLAINTIFF’S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: October 31, 2024
Time: 8:30 A.M.
Dept.: 3

Action Filed: January 19, 2023
Trial Date: Not Set

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Jason George (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PROCEDURAL HISTORY

2. On January 18, 2023, Plaintiff provided written notice to the California Labor & Workforce Development Agency (“LWDA”) and Defendant Palisades Tahoe Resort, LLC, formerly known as Squaw Valley Resort, LLC (“Defendant”) of his claims for civil penalties pursuant to PAGA predicated on violation of Labor Code § 226(a). Specifically, Plaintiff alleged that the wage statements issued by Defendant failed to identify accurate total hours worked whenever overtime wages were paid and the legal name of the employer, in violation of Labor Code §§ 226(a)(2) and (8). A true and correct copy of Plaintiff’s January 18, 2023 PAGA notice is attached herewith as **Exhibit A**.

3. On or about February 17, 2023, Defendant submitted a letter to the LWDA purporting to have cured the defect of Labor Code § 226(a)(8). After further responses from Plaintiff and Defendant to the LWDA, on March 20, 2023, the LWDA issued a decision concluding that Defendant had cured the wage statement violation under Labor Code § 226(a)(8), but not the alleged violation of Labor Code § 226(a)(2).

4. On January 19, 2023, Plaintiff filed his class action complaint in the Superior Court of California, County of Placer, asserting a single cause of action for violation of Labor Code § 226 (the “Action”).

5. On August 11, 2023, Plaintiff amended his complaint to add a cause of action of violation of the PAGA, Labor Code § 2698, *et seq.*, predicated on the underlying violation of Labor Code § 226(a)(2). The first amended complaint is the operative complaint (“Complaint”).

6. After commencement of the lawsuit, Plaintiff and Defendant (the “Parties”) met and conferred regarding the existence of an arbitration agreement with a class action waiver

1 signed by Plaintiff. The Parties then agreed to engage in informal settlement negotiations.

2 7. In connection with their settlement discussions, Defendant provided Plaintiff with
3 informal discovery, including the size of the PAGA group, the number of wage statements and
4 pay periods at issue, as well as Defendant's policies pertaining to the issuance of wage
5 statements. The data provided allowed Plaintiff's counsel to analyze Defendant's potential
6 liability and exposure.

7 8. Plaintiff also issued written discovery requests to Defendant, including requests
8 for production of documents and special interrogatories.

9 9. The Parties then began discussing Defendant's potential liability and possible
10 settlement. The Parties conferred at length about the strengths and weaknesses of each side's
11 claims and defenses. After arm's length negotiations between the Parties conducted over the
12 course of several months, the Parties reached the current settlement of Plaintiff's PAGA claims.
13 In resolution of Plaintiff's PAGA claims, the Parties entered into the PAGA Settlement
14 Agreement ("Settlement Agreement"). A true and correct copy of the Settlement Agreement is
15 attached herewith as **Exhibit B**.

16 10. In connection with the settlement and in light of the arbitration agreement and
17 class action waiver, Plaintiff will dismiss his class claims without prejudice. On October 9,
18 2024, Plaintiff filed his stipulation to dismiss Plaintiff's first cause of action for violation of
19 Labor Code § 226. Once the stipulation to dismiss is approved by the Court, no class claims
20 shall remain in the Action.

21 11. Based on the foregoing and on their own independent investigation and
22 evaluation, Plaintiff's counsel ("PAGA Counsel") is of the opinion that the PAGA settlement
23 with Defendant for the consideration and on the terms set forth in the Settlement Agreement is
24 fair, reasonable, and adequate, and is in the best interests of Plaintiff, the State of California, and
25 the aggrieved employees (or "PAGA Group").

26 12. From the inception of the case, PAGA Counsel has zealously represented the
27 interests of the aggrieved employees. The settlement was obtained for the benefit of the
28 aggrieved employees, as opposed to the individual Plaintiff.

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17. The balance of the Gross Settlement Amount remaining after deduction of the amounts above will be available for distribution to the LWDA and PAGA Group (the balance of the Gross Settlement Amount remaining after the above deductions shall be referred to as the “Net Settlement Amount”). (Settlement Agreement ¶¶ I.10, I.11, III.5.) After subtracting PAGA Counsel’s Fees and Costs, Plaintiff’s Enhancement Payment, and the Settlement Administration Costs, and assuming the Court approves those amounts as requested, the Net Settlement Amount

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1 is approximately \$64,400.28.

2 18. Pursuant to the PAGA, seventy-five percent (75%) of the Net Settlement Amount,
3 or approximately \$48,300.21, will be distributed to the LWDA for PAGA penalties. (Settlement
4 Agreement ¶ III.5.) The remaining twenty-five percent (25%) of the Net Settlement Amount, or
5 approximately \$16,100.07, will be distributed to the PAGA Group. (*Id.*)

6 19. The portion of the Net Settlement Amount distributed to the PAGA Group will be
7 distributed on a *pro rata* basis, based on the number of pay periods in which PAGA Group
8 Members were paid overtime wages via a paper check and wage statement during the PAGA
9 Period. (Settlement Agreement ¶ III.5.a.)

10 20. Defendant has represented that there are 1,804 PAGA Group Members. Based
11 upon Defendant's records, the number of pay periods during which overtime wages were paid to
12 PAGA Group Members during the PAGA Period is approximately 2,470 pay periods.
13 (Settlement Agreement ¶ III.2.)

14 21. Based on the number of PAGA Group Members, on a raw average, each PAGA
15 Group Member may potentially recover approximately \$8.93 from the portion of the Net
16 Settlement Amount attributable to the PAGA Group. The amount any particular PAGA Group
17 Member will be entitled to recover will fluctuate depending on the number of pay periods he or
18 she was paid overtime wages via a paper check and wage statement during the PAGA Period.
19 This is fair, as it directly allocates greater penalties to individual PAGA Group Members who
20 have allegedly suffered greater harm.

21 22. The Parties have agreed to retain Phoenix Settlement Administrators to administer
22 the Settlement, with the administration costs estimated not to exceed \$11,500.00. Attached
23 hereto as **Exhibit D** is a true and correct copy of the settlement administration bid received from
24 Phoenix Settlement Administrators for administration of this settlement.

25 23. PAGA Group Members will be subject to only a limited release strictly confined
26 to the civil penalties available under PAGA, and attorneys' fees and costs, for underlying
27 violations of Labor Code § 226(a)(2) that accrued during the PAGA Period and nothing more.
28 (Settlement Agreement ¶¶ I.17, III.7.)

POTENTIAL CIVIL PENALTIES

24. Based on the data provided by Defendant, Plaintiff calculated total exposure to be as high as \$617,500 (2,470 pay periods x \$250 per pay period, pursuant to Labor Code § 226.3). (*Raines v. Coastal Pac. Food Dist.* (2018) 23 Cal. App. 5th 667.)

25. The maximum penalty calculation assumes that Plaintiff will prevail on the merits. Here, Plaintiff asserts that his representative PAGA claims are based on the allegations that Defendant failed to provide accurate itemized wage statements whenever overtime wages are paid.

26. Although Plaintiff is reasonably confident that he would prevail at trial, proceeding in litigation entails significant risk on the underlying merits of Plaintiff's theory, in addition to the still-developing law under PAGA.

27. While Plaintiff maintains that there does not exist any reason for reducing PAGA penalties, Plaintiff is aware that Defendant could make a compelling argument to the contrary. Defendant has denied violations of any applicable laws and denied liability for any claims asserted in the Action. In this regard, Defendant argued that the relevant wage statements complied with California Law. *See Morgan v. United Retail Inc.*, 186 Cal. App. 4th 1136 (2010). Defendant also argued that the alleged violation is a technical one and the Court has discretion under PAGA to reduce the maximum allowable PAGA penalties, or to decide not to award PAGA penalties at all. Should Defendant have prevailed on its arguments or defenses above, the State of California and aggrieved employees would have been left with minimal or zero recovery. Moreover, Defendant has represented that it has revised its wage statement practices when it transitioned to a new payroll vendor as of September 24, 2022, and thus this limits any potentially recoverable PAGA penalties to the State of California and aggrieved employees.

28. Plaintiff is also aware that the Court has discretion to reduce PAGA penalties. Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA penalties where "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

29. Here, the proposed settlement amount of \$125,000.00 amounts to approximately **20.24%** of the total possible liability in this matter.

30. I strongly believe that Plaintiff can prevail at trial. However, after taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, including the still-developing law under PAGA, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the Settlement Agreement is appropriate and in the best interests of Plaintiff and the PAGA Group.

ATTORNEY EXPERIENCE

31. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my JD from Loyola Law School in 2017. I received the First Honors Award in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District Court, Central District of California, for the Honorable Christina A. Snyder, and a certified law clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I placed Top 16 and was awarded the Top Ten Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created to investigate retaliation complaints. Upon graduation from law school, I was admitted to the California Bar in December 2017.

32. I am currently an associate at the law firm Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. The firm currently has cases in numerous state courts, including the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San Diego County Superior Court, Monterey County Superior Court, as well as the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California.

1 33. I am currently handling and/or have handled numerous wage and hour class action
2 and PAGA lawsuits.

3 34. I have argued before the California Court of Appeal in the case of *Lee v.*
4 *California Commerce Club, Inc.* (California Court of Appeal Case Number B276171, LASC
5 Case Number BC596924), *Perez v. Standard Drywall, Inc.* (California Court of Appeal Case
6 Number A146819, Alameda Sup. Ct. No. RG15761142), and *Jacob v. Western Digital*
7 *Technologies, Inc., et al.* (California Court of Appeal Case Number H050775, Santa Clara Sup.
8 Ct. Case No. 22CV394446). I have also assisted the firm in successfully obtaining class
9 certification and partial summary judgment by the United States District Court, Northern District
10 of California in the case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-
11 LHK). I third chaired the bench trial in *Magadia* in December 2018.

12 35. I have also been certified and/or approved as class counsel in numerous other
13 wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v.*
14 *Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v.*
15 *Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v.*
16 *THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells*
17 *Fargo Bank National Ass’n, et al* (Santa Clara County Superior Court, Case No. 16-CV-299319),
18 and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as
19 part of the courts’ orders granting class certification pursuant to Fed. R. Civ. P. 23 and California
20 Code of Civil Procedure § 382.

21 36. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes*
22 *& Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et*
23 *al* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital of*
24 *the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452), *Hernandez*
25 *v. Wells Fargo Bank National Ass’n, et al* (C.D. Cal., Case No. 16-CV-299319); *Baker v.*
26 *California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No.
27 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County
28 Superior Court, Case No. 19CV004512).

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38. Concurrent with the filing of the Motion to Approve Settlement Agreement Pursuant to PAGA, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. Attached herewith as **Exhibit F** is a true and correct copy of the confirmation of submission to the LWDA on October 9, 2024.

CY PRES

39. The terms of the Settlement provide that uncashed checks (upon the expiration date) shall be distributed to Legal Aid At Work, a non-profit legal services organization that assists and provides legal services to California low-income individuals and/or low-wage earners. (Settlement Agreement ¶ IV.3.) PAGA Counsel does not have any affiliation or conflict of interest with the proposed *cy pres* recipient, Legal Aid At Work.

Executed on this 9th day of October 2024, at Los Angeles, California.

Mai Tulyathan

EXHIBIT A

JASON GEORGE
c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

January 17, 2023

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: George v. Squaw Valley Resort, LLC/Palisades Tahoe Resort, LLC

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of my claims against my former employer, Squaw Valley Resort, LLC/Palisades Tahoe Resort, LLC (collectively “Defendant” or “the Company”). Specifically, I allege as follows:

1. The Company violated Labor Code § 226(a) by failing to provide accurate, itemized wage statements to me and/or other similarly situated aggrieved employees. First, whenever overtime wages were paid, the wage statements issued to the employees did not identify the accurate total hours worked. In particular, when the hours shown on the wage statements are added up, they do not appear to add up to the actual total hours worked. Second, all the wage statements issued by the Company to all of its employees through pay period ending September 23, 2022 identified Squaw Valley Resort, LLC as the employer, it does not appear any such legal employer existed. Therefore, the Company violated Labor Code § 226 as to me and all other similarly aggrieved employees.

The address for Defendant is as follows:

Squaw Valley Resort, LLC/Palisades Tahoe Resort, LLC
1901 Chamonix Place
Olympic Valley, CA 96146

Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

607A112910F8402...
Jason George

Cc: Squaw Valley Resort, LLC/Palisades Tahoe Resort, LLC (via certified mail)

EXHIBIT B

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff Jason George (acting in a Private Attorney General capacity) and Defendant Palisades Tahoe Resort, LLC, formerly known as Squaw Valley Resort, LLC (“Defendant”).

I. DEFINITIONS

These terms, when used in this Settlement, have these meanings:

1. “Action” means the matter entitled *Jason George v. Palisades Tahoe Resort, LLC*, Superior Court of California, County of Placer Case No. S-CV-0049766.

2. “PAGA Group” or “PAGA Group Members” consist of the following: all current and former employees of Defendant in the State of California who were paid overtime wages via a paper check and wage statement at any time during the period of January 17, 2022, through September 23, 2022.

3. “Complaint” or “Operative Complaint” mean the First Amended Complaint filed on or about August 11, 2023, in the Action.

4. “Court” means the Superior Court of California for the County of Placer.

5. “Defendant’s Counsel” means Brian J. Link of Palisades Tahoe, LLC.

6. “Effective Date” means the date the Court grants approval of this settlement.

7. “Gross Settlement Amount” is the non-reversionary, all-inclusive sum of One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00), which represents the total maximum amount payable under this Settlement by Defendant, including, without limitation, payments to all PAGA Group Members, payment to the LWDA, payment of PAGA Counsel’s attorney fees and costs, payment of Plaintiff’s enhancement payment, and payment to the Settlement Administrator for settlement administration costs.

8. “Individual PAGA Payment” means the amount to be paid to each PAGA Group Member based on the formula described in Paragraph III.5.a.

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

10. “LWDA Payment” means the portion of the payment from the Net Settlement Amount to be paid to the LWDA.

11. “Net Settlement Amount” means the Gross Settlement Amount minus the Court-approved Plaintiff’s enhancement payment of \$5,000.00, PAGA Counsel’s attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount, or \$41,666.67, PAGA Counsel’s litigation costs of up to \$10,000.00, and settlement administration costs not to exceed \$11,500.00. Provided that the Court approves the amounts listed herein in full, the Net Settlement Amount is estimated to be approximately \$56,833.33.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “PAGA Counsel” means Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group; and William L. Marder of Polaris Law Group.

14. “PAGA Period” means the period of January 17, 2022, through September 23, 2022.

15. “Parties” means Plaintiff and Defendant collectively.

16. “Plaintiff” means Plaintiff Jason George.

17. “Released PAGA Claims” mean all claims for civil penalties under California Labor Code § 2698, *et seq.* (the Private Attorneys General Act), that were set forth, or could have been set forth based on the facts and theories alleged in the operative Complaint, for penalties pursuant to the PAGA for violations of Labor Code § 226(a)(2), that accrued during the PAGA Period.

18. “Released Parties” means Defendant and its predecessors, successors, parent, affiliated and subsidiary companies, present or past officers, directors, owners, employees, directors, officers, agents, successors, or assigns.

19. “Settlement Administrator” means Phoenix Settlement Administrators, the third-party administrator retained by the Parties to administer the settlement.

II. RECITALS

1. In his Complaint, Plaintiff alleges wage statement violations under the PAGA based on California Labor Code §§ 226(a) and 2698, *et seq.* Specifically, Plaintiff alleges that whenever overtime wages were paid, Defendant failed to identify the correct total hours worked on the corresponding wage statements issued to its employees, resulting in violation of Labor Code § 226(a)(2). Plaintiff also alleges that Defendant’s wage statements issued through the pay period ending September 23, 2022, violate Labor Code § 226(a)(8) by identifying the incorrect employer name.

2. On or about January 18, 2023, Plaintiff provided written notice to the LWDA asserting claims for civil penalties pursuant to PAGA premised on alleged violations of the California Labor Code § 226(a) (the “LWDA Letter”).

3. On January 19, 2023, Plaintiff filed a class action complaint entitled *Jason George v. Palisades Tahoe Resort, LLC*, Superior Court of California, County of Placer Case No. S-CV-0049766, asserting class claims under California Labor Code § 226(a).

4. On or about February 17, 2023, Defendant served notice to the LWDA and Plaintiff, alleging that it had cured the defects described in the LWDA Letter. After further responses from both Plaintiff and Defendant, on March 20, 2023, the LWDA issued a decision on the cure dispute, finding that Defendant had cured the alleged violation of Labor Code § 226(a)(8), but not the alleged violation of Labor Code § 226(a)(2).

5. On August 11, 2023, Plaintiff filed a First Amended Complaint, alleging causes of action for violation of Labor Code §§ 226 and 2698, *et seq.*, premised on alleged violations of Labor Code § 226(a)(2). The First Amended Complaint is the Operative Complaint.

6. The Parties subsequently met and conferred regarding the existence of the arbitration agreement with a class action waiver previously entered into by Plaintiff and Defendant. The Parties then agreed to engage in informal settlement negotiations. In connection with settlement negotiations, the Parties exchanged informal discovery. Defendant provided Plaintiff with information and data pertaining to the PAGA Group, including the number of wage statements and pay periods at issue and Defendant's policies and practices pertaining to the issuance of wage statements during the PAGA Period.

7. Thereafter, the Parties participated in arm's-length settlement negotiations, and as a result of said negotiations, the Parties agreed to fully and finally resolve the Released PAGA Claims as to Plaintiff and the PAGA Group. In light of the class action waiver in the arbitration agreement, Plaintiff has agreed to dismiss the class claims without prejudice, pursuant to Paragraph V.1.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree to the following terms:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, PAGA Group Members, or any other person. Defendant disclaims any such liability or wrongdoing. The Parties entered into this Settlement intending to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay the non-reversionary all-inclusive Gross Settlement Amount. Subject to the terms and conditions of this Agreement and court approval, the Gross Settlement Amount is One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00). The Gross Settlement Amount will cover (i) all Individual PAGA Payments to PAGA Group Members, (ii) the LWDA Payment, (iii) payment of Plaintiff's enhancement payment, (iv) payment of PAGA Counsel's attorney fees and costs, and (v) payment to the Settlement Administrator for settlement administration costs. The settlement is non-reversionary, such that the entire Gross Settlement Amount will be disbursed. The Parties agree that the Gross Settlement Amount of \$125,000.00 is based on an agreement that the number of pay periods at issue during the PAGA Period does not exceed 2,470 pay periods.

3. **Funding of the Gross Settlement Amount.** Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the Effective Date.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Payment to distribute to the LWDA and PAGA Group Members:

a. PAGA Counsel's Fees and Costs. Defendant will not oppose Plaintiff's request for attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, in an amount not to exceed \$41,666.67, and for actual litigation costs of up to \$10,000.00. If the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. If the Court believes the fee award or costs should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator, through the Qualified Settlement Fund, will report these payments on an IRS Form 1099 issued to PAGA Counsel.

b. Plaintiff's Enhancement Payment. Defendant will not oppose Plaintiff's request for up to \$5,000.00 in exchange for his service as the representative in this Action, for the risks he undertook by prosecuting this Action, and for executing a general release of all claims. If the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. If the Court believes the enhancement payment should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Any reduction in the amount of the enhancement payment shall become part of the Net Settlement Amount. Plaintiff's enhancement payment will be reported on an IRS Form 1099 by the Settlement Administrator.

c. Settlement Administration Costs. Defendant will not oppose the Settlement Administrator's costs in the amount of up to \$11,500.00 for administering the Settlement. Any portion of the settlement administration costs not awarded by the Court will be added to the Net Settlement Amount.

5. Allocation of Net Settlement Amount. The Net Settlement Amount shall be distributed as follows: 75% will be paid to the LWDA as the LWDA Payment, and 25% will be divided among the PAGA Group Members based on the PAGA Group Members' *pro rata* share. The Net Settlement Amount payable to each of the PAGA Group Members will be based on following calculation:

a. The number of pay periods in which a PAGA Group Member was issued a physical wage statement with payment for overtime wages during the PAGA Period will be divided by the aggregate total number of pay periods in which all PAGA Group Members were issued physical wage statements with payment for overtime wages during the PAGA Period, and then multiplied by the 25% of the Net Settlement Amount portion attributable to the PAGA Group, to obtain the PAGA Group Member's Individual PAGA Payment.

6. No Credit toward Benefit Plans. Payments to Plaintiff and the PAGA Group Members as referenced herein will not be considered "compensation" and will not be utilized to calculate any additional benefits under any benefit plans to which Plaintiff or any PAGA Group Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which Plaintiff or any PAGA Group Member may be entitled under any benefit plans.

7. Release by Plaintiff and PAGA Group Members. Upon the Effective Date and Defendant's funding of the Gross Settlement Amount, Plaintiff and PAGA Group Members fully

and finally release the Released Parties from the Released PAGA Claims that accrued during the PAGA Period.

8. **Additional General Release of Claims by Plaintiff.** In addition to the Released PAGA Claims, Plaintiff makes the additional following general release of all claims, known or unknown upon the Effective Date and Defendant's funding of the Gross Settlement Amount. Plaintiff's releases set forth herein also include a waiver of all rights under California Civil Code § 1542, which includes a release of all known and unknown claims against the Released Parties, including all claims for wages, damages, liquidated damages, penalties, benefits, fringes, interest, attorney fees, litigation costs, restitution, or equitable relief, which he had, or may claim to have, against the Released Parties. Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

With respect to the above general release, Plaintiff stipulates and agrees that, upon the Effective Date and Defendant's funding of the Gross Settlement Amount, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code. This release specifically excludes claims for unemployment insurance, disability, Social Security, and workers' compensation (with the exception of claims arising pursuant to California Labor Code §§ 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

9. **Court Approval of the Settlement.** Following full execution of this Settlement Agreement, PAGA Counsel shall prepare and file a motion to the Court for approval of this Agreement. In connection with the motion, PAGA Counsel will present this Settlement Agreement to the Court and will request that the Court issue an order and judgment in accordance with the terms of the Settlement. Defendant shall not unreasonably withhold its approval of the motion for approval of this Agreement. Pursuant to Labor Code § 2699(l), Plaintiff will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the motion for approval of the settlement. Additionally, within ten (10) days after entry of judgment or order approving, denying, or modifying the Settlement, PAGA Counsel will submit a copy of the judgment or order to the LWDA pursuant to Section 2699(l)(3) of the Labor Code.

10. **No Right to Object/Opt-Out.** Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of and for the State of California and the LWDA, the Parties agree that no PAGA Group Member (including Plaintiff) has the right to exclude himself or herself from the Settlement. Each PAGA Group Member (including Plaintiff) will be bound by the terms of the Settlement Agreement upon its approval by the Court, regardless of whether the PAGA Group Member cashes any payment received as a result of this Settlement. The Parties also agree that no PAGA Group Member (including Plaintiff) has the right to object to the terms of the Settlement Agreement.

11. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff, PAGA Group Members, PAGA Counsel, and Defendant's Counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ, with the exception that PAGA Counsel retains the right to appeal any reduction to the award of attorneys' fees. Aside from that exception, the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

12. **Termination of Settlement Agreement.** In the event: (i) the Court does not enter an order approving this Agreement as provided herein; (ii) the Effective Date does not occur; or (iii) the settlement set forth in this Agreement does not become final for any other reason, this Settlement Agreement shall be null and void and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement. The Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Settlement Administrator will administer the settlement, the costs of which are estimated not to exceed \$11,500.00 and shall be paid from the Gross Settlement Amount.

2. **Provision of Information for the PAGA Group.** Within twenty-one (21) days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of the following information for each PAGA Group Member: (1) full name; (2) last known mailing address and telephone number; (3) number of pay periods the PAGA Group Member was issued a physical wage statement with payment for overtime wages during the PAGA Period; and (4) Social Security number. Defendant will in good faith compile this information in a computer-readable format, such as a Microsoft Excel spreadsheet. Because Social Security numbers and other private information are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) days of receiving the PAGA Group's information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each PAGA Group Member. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for the PAGA Group and prior to mailing the explanatory letter, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Group Members' addresses.

The Settlement Administrator will calculate the amount to be received by each PAGA Group Member, which will be based on the formula stated in this Agreement. The Settlement Administrator will send each PAGA Group Member a check for his or her Individual PAGA Payment along with an explanatory letter. Within three (3) business days of receiving approval from both PAGA Counsel and Defendant's Counsel of the payment calculations, the Settlement Administrator shall mail copies of the explanatory letter, attached as **Exhibit A**, in English, along with checks representing Individual PAGA Payments to all PAGA Group Members via regular First-Class U.S. Mail.

Individual PAGA Payment checks will remain negotiable for 180 days. Individual PAGA Payment checks that remain uncashed after 180 days of issuance will be distributed to the following *cy pres* beneficiary, Legal Aid At Work, as directed by the Court or by the Parties.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each PAGA Group Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each PAGA Group Member.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address, or Social Security number of the PAGA Group Member involved and will perform a single re-mailing.

Defendant discharges its obligations to those PAGA Group Members to whom it will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Group Members.

5. **Payment of Remainder.** Within three (3) business days of receiving approval from both PAGA Counsel and Defendant's Counsel of the payment calculations, the Settlement Administrator will distribute these payments: (1) the LWDA Payment to the LWDA; (2) the attorneys' fees and costs to PAGA Counsel; (3) the enhancement payment to Plaintiff; and (4) the administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting and written declaration under oath to the Parties of the amounts paid out and the completion of the administration. The accounting and declaration are due to the Parties within fourteen (14) days after the settlement check cashing 180-day deadline or upon request of the Court or counsel for the Parties.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each PAGA Group Member. The appropriate 1099s will be filed with the relevant taxing authorities by the Settlement Administrator and issued to the PAGA Group Members by the Settlement Administrator in accordance with the law.

8. **Tax Liability.** The Parties understand and agree that the Parties are not providing tax or legal advice. PAGA Group Members will assume all respective individual tax obligations or consequences that may arise from this Settlement and should consult with a tax expert if they

have questions. The Parties agree that, in the event that any taxing body determines that any taxes are due from any PAGA Group Member, such PAGA Group Member assumes all responsibility for the payment of such taxes.

V. **MISCELLANEOUS PROVISIONS**

1. **Dismissal of Class Claims.** Within fourteen (14) calendar days after execution of this Agreement by the Parties, Plaintiff agrees to submit a stipulation to dismiss *without prejudice* the class claims asserted in the First Amended Complaint, pursuant to California Rule of Court 3.770. No consideration is being given for the dismissal of the class claims in the Action. Rather, the dismissal of the class claims is based on the class action waiver present in the arbitration agreement previously entered into by Plaintiff and Defendant.

2. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage, directly or indirectly, any PAGA Group Member to appeal from the Judgment.

3. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms of this Settlement. The Parties agree that the terms of this Settlement result from lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to preparing this Settlement.

4. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, assigns, administrators, and successors.

5. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Placer.

6. **Complete Agreement.** The Parties each acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms pertaining to the compromise and settlement of the Released PAGA Claims.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, and pursuant to Code of Civil Procedure § 664.6, the Court will have continuing jurisdiction solely to address: (i) the interpretation and enforcement of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

8. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by counsel for all Parties. Should the Court decline to approve material aspects of the Settlement, the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised settlement for the Court's approval.

9. **Authorization to Enter into Settlement and Cooperation.** Counsel for all Parties warrant and represent that they are authorized by the Parties whom they represent to negotiate this Settlement and to take all action required or permitted to be taken by such Parties under this Settlement to effectuate its terms, and to execute any other documents required to effectuate this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement, including filing a motion to approve the Settlement.

10. **Execution and Counterparts.** The Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, digital, DocuSign, .pdf, electronic and scanned copies of the signature page will be accepted as originals for purposes of this Settlement Agreement and will be deemed one and the same instrument, provided that counsel for the Parties will exchange among themselves signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant in this Settlement or failure to exercise a right or remedy by the Parties will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

15. **Enforcement Action.** The Parties agree that this Settlement Agreement is enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under Code of Civil Procedure § 664.6. Should either Party seek to enforce the terms of this Settlement Agreement, the prevailing party to any such enforcement action shall be entitled to recover reasonable attorneys' fees and costs in connection therewith.

16. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

17. **Publicity.** Plaintiff and PAGA Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any

communication with the press about the Action and/or the fact, amount, or terms of the Settlement. However, PAGA Counsel may refer to the settlement amount and the nature of the case without identifying any of the Parties. Before the date of the filing of the motion for approval of the Settlement, Plaintiff and PAGA Counsel will not initiate any contact with PAGA Group Member about the Settlement, except that PAGA Counsel, if contacted by a PAGA Group Member, may respond that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice. Neither Plaintiff nor PAGA Counsel shall hold a press conference or otherwise seek to affirmatively contact the media about the Settlement. This Paragraph does not prohibit Plaintiff and PAGA Counsel to make disclosures necessary to comply with the law, judicial process, or for financial planning/tax preparation purposes; to obtain and seek approval of this settlement in court and make disclosures necessary in connection with such; and if any party seeks to enforce any term or condition of this Agreement against any other party.

18. **Binding Agreement.** The Parties warrant they understand and have full authority to enter into this Settlement and intend this Settlement will be enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions in this Settlement, and execute it voluntarily and with full understanding of its consequences.

PLAINTIFF JASON GEORGE

Dated: 9/20, 2024

Signed by:  _____
Jason George

DEFENDANT PALISADES TAHOE RESORT, LLC

Dated: _____, 2024

Palisades Tahoe Resort, LLC

By: _____

Its: _____

communication with the press about the Action and/or the fact, amount, or terms of the Settlement. However, PAGA Counsel may refer to the settlement amount and the nature of the case without identifying any of the Parties. Before the date of the filing of the motion for approval of the Settlement, Plaintiff and PAGA Counsel will not initiate any contact with PAGA Group Member about the Settlement, except that PAGA Counsel, if contacted by a PAGA Group Member, may respond that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice. Neither Plaintiff nor PAGA Counsel shall hold a press conference or otherwise seek to affirmatively contact the media about the Settlement. This Paragraph does not prohibit Plaintiff and PAGA Counsel to make disclosures necessary to comply with the law, judicial process, or for financial planning/tax preparation purposes; to obtain and seek approval of this settlement in court and make disclosures necessary in connection with such; and if any party seeks to enforce any term or condition of this Agreement against any other party.

18. **Binding Agreement**. The Parties warrant they understand and have full authority to enter into this Settlement and intend this Settlement will be enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions in this Settlement, and execute it voluntarily and with full understanding of its consequences.

PLAINTIFF JASON GEORGE

Dated: _____, 2024

Jason George

DEFENDANT PALISADES TAHOE RESORT, LLC

Signed by:
Amy Ohran
6705C9F02240414...

Dated: October 7, 2024

Palisades Tahoe Resort, LLC
By: Amy Ohran
Its: President and Chief Operating Officer

APPROVED AS TO FORM:

Dated: September 20, 2024

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

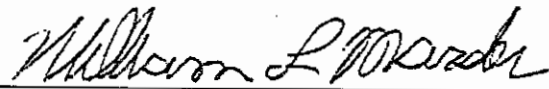
Max W. Gavron

Mai Tulyathan

Attorneys for Plaintiff Jason George

Dated: September 20, 2024

POLARIS LAW GROUP

By: 

William L. Marder

Attorneys for Plaintiff Jason George

Dated: _____, 2024

PALISADES TAHOE RESORT, LLC

By: _____

Brian J. Link

Attorneys for Defendant Palisades Tahoe Resort, LLC

APPROVED AS TO FORM:

Dated: _____, 2024

DIVERSITY LAW GROUP, P.C.

By: _____
Larry W. Lee
Max W. Gavron
Mai Tulyathan
Attorneys for Plaintiff Jason George

Dated: _____, 2024

POLARIS LAW GROUP

By: _____
William L. Marder
Attorneys for Plaintiff Jason George

Dated: October 7, 2024

PALISADES TAHOE RESORT, LLC

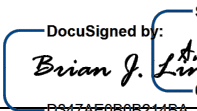
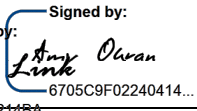
By:  
Brian J. Link
Attorneys for Defendant Palisades Tahoe Resort, LLC

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

JASON GEORGE, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

PALISADES TAHOE RESORT, LLC, a
Delaware Limited Liability Company; SQUAW
VALLEY RESORT, LLC, a business
organization, form unknown; and DOES 1
through 50, inclusive,

Defendants.

Case No.: S-CV-0049766

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT (CALIFORNIA LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT**

Notice is hereby given that a Private Attorneys General Act (“PAGA”) settlement, pursuant to California Labor Code § 2698, *et seq.*, has been approved by the Court, in connection with the lawsuit filed by Plaintiff Jason George (“Plaintiff”) against Defendant Palisades Tahoe Resort, LLC, formerly known as Squaw Valley Resort, LLC (“Defendant”), in the Superior Court of California, County of Placer, entitled *Jason George v. Palisades Tahoe Resort, LLC*, Case No. S-CV-0049766 (the “Lawsuit”).

A. PURPOSE OF THIS NOTICE

This Notice is being sent to you because you have been identified as a current or former employee of Defendant in the State of California who was paid overtime wages via a paper check and wage statement at any time during the period of January 17, 2022, through September 23, 2022 (“PAGA Group Member”). As a PAGA Group Member, you are entitled to your individual portion of this PAGA settlement. Your individual share of the PAGA settlement is enclosed herewith.

B. DESCRIPTION OF THE LAWSUIT AND SETTLEMENT

On January 19, 2023, Plaintiff filed his complaint in the Superior Court of California, County of Placer, entitled *Jason George v. Palisades Tahoe Resort, LLC*, Case No. S-CV-0049766. In this Lawsuit, Plaintiff alleges Defendant failed to issue accurate itemized wage statements to its employees during the period January 17, 2022, through September 23, 2022 (the “PAGA Period”). Specifically, Plaintiff alleges that whenever overtime wages were paid, Defendant failed to identify the correct total hours worked on the corresponding wage statements issued to its employees, resulting in violations of Labor Code § 226(a)(2). Based thereon, Plaintiff seeks civil penalties under the PAGA against Defendant.

Defendant denies all liability or wrongdoing. The Court has not ruled on the merits of Plaintiff’s claims. By approving the Settlement, the Court is not suggesting which side would win or lose this case if it went to trial. The Parties agreed to a settlement to avoid further dispute and the costs of litigation. Specifically, the Parties agreed to a settlement of \$125,000.00 (the “Gross Settlement Amount”) to resolve the PAGA claims in the Lawsuit. The Gross Settlement Amount will allocated as follows:

- a. **Attorney Fees and Costs:** up to \$41,666.67 for attorneys’ fees and up to \$10,000.00 for litigation costs from the Gross Settlement Amount.

- b. **Plaintiff's Enhancement Award:** \$5,000.00 from the Gross Settlement Amount as an award for Plaintiff's service to the LWDA and the PAGA Group Members, the risk he undertook by prosecuting this Action, and his general release of claims.
- c. **Settlement Administration Costs:** \$11,500.00 from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement.

C. ALLOCATION OF SETTLEMENT

After deduction of all of these amounts above, the remainder, or "Net Settlement Amount" shall be distributed as follows: 75% of the Net Settlement Amount will be paid to the California Labor & Workforce Development Agency ("LWDA"), and 25% of the Net Settlement Amount will be divided among the PAGA Group Members. Your individual share of the 25% portion of the Net Settlement Amount payable to the PAGA Group Members is based on following calculation:

The number of pay periods in which a PAGA Group Member was issued a physical wage statement with payment for overtime wages during the PAGA Period will be divided by the total number of pay periods in which all PAGA Group Members were issued physical wage statements with payment for overtime wages during the PAGA Period, and then multiplied by 25% of the Net Settlement, to reach each PAGA Group Member's individual share.

For tax purposes, the entirety of your share of the PAGA settlement award shall be classified as penalties and reported using IRS Form 1099.

D. WHAT CLAIMS YOU ARE RELEASING THROUGH THIS SETTLEMENT

Upon the Effective Date and Defendant's funding of the Gross Settlement Amount, you will be releasing Defendant and its predecessors, successors, parent, affiliated and subsidiary companies, present or past officers, directors, owners, employees, directors, officers, agents, successors, or assigns ("Released Parties") from all claims for civil penalties under California Labor Code § 2698, *et seq.* (the Private Attorneys General Act), that were set forth, or could have been set forth based on the facts and theories alleged in the operative Complaint, for penalties pursuant to the PAGA for violations of Labor Code § 226(a)(2), that accrued during the PAGA Period ("Released PAGA Claims").

Because this Settlement resolves claims brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of and for the State of California and the LWDA, no PAGA Group Member (including you) has the right to exclude himself or herself from the Settlement. You are bound by the terms of the Settlement Agreement regardless of whether you cash the enclosed check.

Attorneys for the Plaintiff in this lawsuit are:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee, Esq.
Max W. Gavron, Esq.
Mai Tulyathan, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel.: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP

William L. Marder, Esq.
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel.: (831) 531-4214
Fax: (831) 634-0333

If you have any questions regarding this award or this case, please contact the attorneys identified above.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT D



CASE ASSUMPTIONS

Aggrieved Members	1804
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	1804
Subtotal Admin Only	\$11,500.00

Not-to-Exceed Total \$11,500.00

For 1804 Aggrieved Members

Pricing Good for Scope of Estimate Only

September 13, 2024

Case: Jason George v. Palisades Tahoe LLC PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949-566-1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 1804 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$70.00	1	\$70.00
Call Center & Long Distance	\$2.00	180	\$360.80
NCOA (USPS)	\$200.00	1	\$200.00
Total			\$1,380.80

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.20	1,804	\$360.80
Notice and Check Packet	\$1.50	1,804	\$2,706.00
Estimated Postage (up to 1 oz.)*	\$0.76	1,804	\$1,371.04
Total			\$4,687.84

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$1.50	180	\$270.60
Remail Notice Packets	\$1.50	180	\$270.60
Estimated Postage	\$0.56	180	\$101.02
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$892.22

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Case Manager	\$85.00	2	\$170.00
Total			\$370.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Total			\$1,415.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	343	\$514.14
Reconcile Uncashed Checks	\$75.00	5	\$375.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$95.00	2	\$190.00
Final Reporting & Declarations	\$125.00	2	\$250.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$550.00	1	\$550.00
Total			\$2,754.14

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$11,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT E

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DIVERSITY LAW GROUP
Slip Listing

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Selection Criteria

Slip.Classification Open
Client (hand select) Include: George, Jason v. Squaw/Palisad
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
74186	EXP	Mariana Becerra	1	75.00	75.00
1/18/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
LWDA					
74230	EXP	Erika Mejia	1	1490.75	1490.75
1/19/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
ACE E Filing - Complaint					
74393	EXP	Erika Mejia	1	78.74	78.74
1/31/2023		Atty Service			
WIP		George, Jason v. Squaw/Pali			
Attorney Service - Complaint Service					
74453	EXP	Olympia	1	0.25	0.25
1/31/2023		Photocopies			
WIP		George, Jason v. Squaw/Pali			
Photocopies					
74454	EXP	Olympia	1	6.57	6.57
1/31/2023		Postage			
WIP		George, Jason v. Squaw/Pali			
Postage					
74409	EXP	Erika Mejia	1	12.70	12.70
2/10/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
ACE E Filing - POS of Summons					
74796	EXP	Olympia	2	0.25	0.50
3/31/2023		Photocopies			
WIP		George, Jason v. Squaw/Pali			
Photocopies					
74797	EXP	Olympia	1	8.10	8.10
3/31/2023		Postage			
WIP		George, Jason v. Squaw/Pali			
Postage					

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DIVERSITY LAW GROUP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
75000	EXP	Erika Mejia	1	12.70	12.70
4/28/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
ACE E Filing - CMS					
75029	EXP	Olympia	1	12.70	12.70
5/3/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
ACE E Filing - POS					
75375	EXP	Olympia	8	0.25	2.00
5/31/2023		Photocopies			
WIP		George, Jason v. Squaw/Pali			
Photocopies					
75376	EXP	Olympia	1	0.84	0.84
5/31/2023		Postage			
WIP		George, Jason v. Squaw/Pali			
Postage					
75722	EXP	Erika Mejia	1	33.30	33.30
7/12/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
ACE E Filing - Joint Stip for Leave to file FAC					
75930	EXP	Erika Mejia	1	12.70	12.70
8/11/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
ACE E Filing - CMS					
75986	EXP	Olympia	1	12.70	12.70
8/11/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
ACE E Filing - NOE & FAC					
76393	EXP	Erika Mejia	1	12.70	12.70
10/13/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
ACE E Filing - CMS					
76459	EXP	Christine S. Lee	1	27.50	27.50
10/30/2023		Court fees			
WIP		George, Jason v. Squaw/Pali			
Placer Superior Remote Appearance					
77549	EXP	Erika Mejia	1	12.70	12.70
2/16/2024		Court fees			
WIP		George, Jason v. Squaw/Pali			
ACE E Filing - CMS					

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DIVERSITY LAW GROUP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
77636	EXP	Mai Tulyathan	1	27.50	27.50
3/4/2024		Court fees			
WIP		George, Jason v. Squaw/Pali			
Placer Superior Remote Appearance					
78062	EXP	Mai Tulyathan	1	500.00	500.00
4/15/2024		Court fees			
WIP		George, Jason v. Squaw/Pali			
Approval & Post-Approval Filings					
Grand Total					
			0.00		2339.95
			0.00		0.00
			0.00		2339.95

EXHIBIT F