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Attorneys for Plaintiff

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

ASHLEY DENNIS, 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 Act;

Plaintiff,

v.

BRIDGE PROPERTY MANAGEMENT
CO., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: RG20063553

Honorable Tara Desautels
Department 23

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 30, 2024
Time: 10:00 a.m.
Department: 23

Complaint Filed: June 4, 2020
FAC Filed: May 8, 2024
Trial Date: None Set

1 This matter has come before the Honorable Tara Desautels in Department 23 of the Superior
2 Court of the State of California, for the County of Alameda, on July 30, 2024 at 10:00 a.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 appeared as counsel for Plaintiff Ashley Dennis ("Plaintiff"), and K&L Gates, LLP appeared as
5 counsel for Defendant Bridge Property Management Company ("Defendant") (together, Plaintiff
6 and Defendant are referred to as the "Parties").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

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

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

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

27 4. The Court preliminarily finds that the Settlement, including the allocations for the
28 Attorneys' Fees and Costs, Incentive Award, Settlement Administration Costs, PAGA Amount, and

1 payments to the Settlement Class Members provided thereby, appear to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
3 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement awards made available to the Class Members and
5 PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of
6 further litigation relating to certification, liability, and damages issues.

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

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

19 All current and former salaried property-level "managers," or persons who held
20 similar job titles and/or performed similar job duties, employed by Defendant in
 California at any time during the period from June 4, 2016 through February 11,
 2022.

21 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Vartan
22 Madoyan of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

23 8. The Court provisionally appoints Plaintiff Ashley Dennis as the representative of
24 the Class ("Class Representative").

25 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
26 handle the administration of the Settlement ("Settlement Administrator").

27 10. Within twenty-one (21) calendar days of the entry of this Order, Defendant shall
28 provide the Settlement Administrator with the following information about each Class Member: full

name, last known address, Social Security number, total number of Workweeks during the Class Period, and total number of Pay Periods during the PAGA Period (“Class List”).

11. The Court approves, both as to form and content, the Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as **“EXHIBIT A.”** The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them by submitted a Workweek Dispute, and of each Settlement Class Member’s right and opportunity to object to the Settlement by submitting a written Notice of Objection to the Administrator and/or presenting their objection orally at the Final Approval Hearing. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within ten (10) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to Class Members (“Response Deadline”), or, for those Class Members to whom Class Notices are re-sent, after having been returned undeliverable to the Settlement Administrator, the Response Deadline will be extended by fifteen (15) calendar days from the original deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by

the Class Settlement or have any right to object, appeal, or comment thereon. However, all current and former salaried property-level “managers,” or persons who held similar job titles and/or performed similar job duties, employed by Defendant in California during the period from June 4, 2019 through February 11, 2022, (“PAGA Employees”), will still receive an Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of whether he or she submitted a timely and valid Request for Exclusion to the Class Settlement. Class Members who have not submitted a timely and valid Request for Exclusion to be excluded from the Settlement (i.e., Settlement Class Members) shall be bound by terms and conditions of the Settlement Agreement, the Class Settlement, and any final judgment based thereon. PAGA Employees will be bound to the PAGA Settlement irrespective of whether they exercise their option to submit a Request for Exclusion to opt out of the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion are deemed to be Settlement Class Members under the Settlement Agreement, entitled to all benefits and bound by all terms and conditions of the Class Settlement, including the Settlement Class Members’ release of Released Class Claims.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 23 of the Alameda County Superior Court, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to finally approve the requests for the Attorneys’ Fees and Costs, Incentive Award, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’ Fees and Costs, Incentive Award, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, no later than 16 court days before the Final Approval Hearing.

1 15. To object to the Class Settlement, a Settlement Class Member must send his or her
2 Notice of Objection in writing to the Administrator on or before the Response Deadline or directly
3 present his or her objection orally to the Court at the Final Approval Hearing. The written Objection
4 must be signed and must: (a) contain the case name and number of the Action; (b) contain the
5 objector's full name, signature, address, telephone number and the last four (4) digits of his or her
6 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
7 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
8 upon which the objection is based, and (e) be returned by mail to the Settlement Administrator at
9 the specified address, postmarked on or before the Response Deadline.

10 16. The Settlement is not a concession or admission, and shall not be used against
11 Defendant as an admission or indication with respect to any claim of any fault or omission by
12 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
13 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
14 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
15 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
16 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
17 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
18 implementation, interpretation, or enforcement of the Settlement.

19 17. In the event the Settlement does not become effective in accordance with the terms
20 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
21 declared void, or fails to become effective in accordance with its terms for any reason, or if the Final
22 Approval Date does not occur, this Order shall be rendered null and void, shall be vacated, and the
23 Parties shall revert back to their respective positions as of before entering into the Settlement
24 Agreement.

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Ashley Dennis v. Bridge Property Management Co.
Superior Court of California for the County of Alameda, Case No. RG20063553

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Ashley Dennis ("Plaintiff") and Defendant Bridge Property Management Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Ashley Dennis v. Bridge Property Management Co.*, Alameda County Superior Court, Case No. RG20063553 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former salaried property-level "managers" or persons who held similar job titles and/or performed similar job duties, employed by Defendant in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from June 4, 2016 through February 11, 2022.

"Class Settlement" means the settlement and resolution of the Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former salaried property-level "managers" or persons who held similar job titles and/or performed similar job duties, employed by Defendant in California at any time during the PAGA Period.

"PAGA Period" means the period from June 4, 2019 through February 11, 2022.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On June 4, 2020, Plaintiff commenced the Action by filing a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG20063553. On May 23, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("LWDA Notice"). On May 8, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §2698, *Et Seq.* ("First Amended Complaint"), which, among other things, added a cause of action for civil penalties under PAGA for alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, pay reporting time pay, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, give notice of material terms of employment, and provide one day's rest in seven, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and

conduct that gives rise to penalties under California Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law. Defendant asserts that it timely compensated employees properly in full, provided all requisite breaks and premiums, reimbursed all expenses, and furnished compliant pay stubs. Defendant further asserts it has and had during the Class Period lawful wage and hour policies, practices, and procedures. The Court has made no ruling on the merits of Plaintiff’s claims.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement Agreement and Release (“Settlement” “Agreement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrator as the administrator of the Settlement (“Settlement Administrator”) and Plaintiff Ashley Dennis as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement; and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

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 Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, 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 Class Members, the State of California, and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Fifty Thousand Dollars (\$950,000) (the “Gross Settlement Fund”). The portion of the Gross Settlement Fund that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Fund less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed 35% of the Gross Settlement Fund (i.e., \$332,500) and reimbursement of costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Incentive Award not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for her services in the Action; (3) the amount of One Hundred Thousand Dollars (\$100,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (i.e., \$75,000) (“LWDA Payment”) and the remaining 25% (i.e., \$25,000) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Dollars (\$6,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Settlement Class Member was employed by Defendant as a salaried property-level “manager” or similar job title and/or who performed similar job duties in California during the Class Period (“Workweeks”). The Settlement Administrator has divided each Class Member’s number of Workweeks by the total number of Workweeks worked by all Class Members and multiplied this figure by the Net Settlement Amount to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of payroll taxes in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) shall be paid by Defendant separately and in addition to the Gross Settlement Fund.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee was employed for Defendant as a salaried property-level “manager” or similar job title and/or Who performed similar job duties in California during the PAGA Period. (“Pay Periods”). The Settlement Administrator has divided each PAGA Employee’s number of Pay Periods by the total number of Pay Periods worked by all PAGA Employees and then multiplied this figure by the PAGA Employee Amount to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

Defendant agrees to pay the Gross Settlement Fund of \$950,000.00 on a non-reversionary basis. The Gross Settlement Fund includes Individual Settlement Payments, Individual PAGA Payments, Settlement Administration Costs, Attorneys’ Fees and Costs, Incentive Award, and the LWDA Payment. The Employer’s Share of Payroll Taxes will be paid by Defendant separate from and in addition to the Gross Settlement Fund.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at 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 provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records,

- **From June 4, 2016, through February 11, 2022 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**

If you wish to dispute the number of Workweeks credited to you, you may submit your dispute by way of a written letter (“Workweeks Dispute”), which must: (a) contain the case name and number of the Action (*Ashley Dennis v. Bridge Property Management Co.*, Case No. RG20063553); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [REDACTED]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Fund, Settlement Class Members will be deemed to have fully, finally, and forever released the Released Parties from the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Fund, the State of California with respect to all PAGA Employees and all PAGA Employees will be deemed to have fully, finally, and forever released the Released Parties from the Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been alleged based on the same or similar facts, allegations, and/or claims pleaded in the Operative Complaint, arising during the Class Period, including but not limited to claims for Failure to pay overtime at the correct rate (Lab. Code §§ 510, 1194, 1198); Failure to provide meal periods and pay meal period premiums (Lab. Code §§ 226.7, 512); Failure to provide rest break and pay rest break premiums (Lab. Code §§ 226.7); Failure to timely pay wages due at separation or termination of employment (Lab. Code §§ 201-203); Failure to timely pay wages due during employment (Lab. Code §§ 204); Failure to furnish accurate itemized wage statements (Lab. Code §§ 226, 226.3); Failure to maintain required records (Lab. Code § 174); Failure to reimburse for reasonable business expenses (Lab. Code § 2802); Failure to provide one day's rest in seven; Failure to pay wages, including, inter alia minimum wages (Lab. Code §§ 1194, 1197, and 1197.1); Failure to give notice of material terms of employment; Failure to pay reporting time wages (Lab. Code § 1198); Violation of California Business & Professions Code §§ 17200, et seq. based on the aforementioned; and Violation of the Fair Labor Standards Act § 201, et seq.; as well as any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint; and any and all other claims under California common law, the California Labor Code, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Releasees from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action.

"Released PAGA Claims" means any and all claims for civil penalties which were alleged or which could have been alleged based on the same or similar factual allegations in the Operative Complaint and/or PAGA Notice, under the Private Attorneys General Act, California Labor Code § 2698, et seq., arising during the PAGA Period, including but not limited to claims for Defendant's failure to pay overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and termination of employment, provide accurate itemized wage statements, maintain complete and accurate payroll records, and reimburse for necessary business-related expenses.

"Released Parties" means Defendant, and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, including but not limited to Bridge Housing Corporation, as well as each of its or their past, present, and future officers, directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Fund (i.e., \$332,500) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Fund. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Award to Plaintiff

Plaintiff will seek the amount of up to Ten Thousand Dollars (\$10,000) ("Incentive Award"), in recognition of her services in connection with the Action. The Incentive Award will be paid from the Gross Settlement Fund, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her individual settlement payments that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Dollars (\$6,000) ("Settlement Administration Costs") 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, Notices of Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Fund, 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 participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and PAGA Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and 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 Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion"), which must: (a) contain the case name and number of the Action (*Ashley Dennis v. Bridge Property Management Co.*, Case No. RG20063553); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before** **[Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion

will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by, submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A written Notice of Objection must: (a) contain the case name and number of the Action (*Ashley Dennis v. Bridge Property Management Co.*, Case No. RG20063553); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in section IV.B above, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at the Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, CA 94612, 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 approve and grant the Attorneys’ Fees and Costs to Class Counsel, Incentive Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

You can find information regarding appearing remotely at <https://www.alameda.courts.ca.gov/general-information/remote-appearances>.

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 the Settlement Agreement, pleadings, and other court records in the Action online by visiting the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov/>.

After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members, and PAGA Employees and retains jurisdiction to consider all further applications arising
4 out of or connected with the Settlement.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____

The Honorable Tara Desautels
Judge of the Superior Court