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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

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Ashley
Dennis); and [Proposed] Order filed
concurrently herewith]

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

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

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

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
8 has almost exclusively focused on the prosecution of consumer and employment class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
10 fraud. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel,
11 he has successfully litigated cases involving the executive, administrative, and other overtime
12 exemptions to the State of California and federal overtime compensation requirements. Under his
13 supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested
14 motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000
15 class action or representative action cases.

16 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
17 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
18 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
19 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
20 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
21 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
22 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
23 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
24 of the State of California and all United States District Courts in the State of California. He has
25 worked on many wage-and-hour class action and representative action cases, taking the lead in
26 taking and defending depositions, arguing motions, and attending mediations. He has played an
27 integral role in preparing matters for class certification, including and not limited to, successful
28 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.

1 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
2 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
3 RG13680477). He has worked on over one hundred (100) class action or representative action
4 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
5 herein.

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

25 6. I, Vartan Madoyan, am a Member of Lawyers for Justice, PC. I received my
26 Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and
27 a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of
28 the Coif honors. I am admitted to practice before all courts in the State of California and all U.S.

District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, I have practiced almost exclusively on complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers *for* Justice, PC. I have taken and defended dozens of depositions and successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over seventy-five (75) cases.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations

1 of misclassification of various “manager” positions. On September 20, 2010, the court granted
2 final approval of the class action settlement. The Los Angeles County Superior Court Case
3 Number is BC400414.

4 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national retailer of household items involving allegations of
6 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC413498.

9 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national property management company involving
11 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
12 granted final approval of the class action settlement. The Los Angeles County Superior Court
13 Case Number is BC430918.

14 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class action against a national retailer involving allegations of misclassification of
16 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
17 certification. On August 26, 2013, the court granted final approval of the class action settlement.
18 The Los Angeles County Superior Court Case Number is BC424012.

19 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a bank, involving allegations of
21 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
22 granted final approval of the class and PAGA representative action settlement. The Kern County
23 Superior Court Case Number is S-1500-CV-273194-LHB.

24 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class and PAGA representative action against a national wholesale distributor of
26 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
27 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Sacramento County Superior Court Case Number is 34-
2 2012-00136285.

3 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class action against a multinational corporation that provides global workplace
5 solutions, involving allegations of misclassification of the “Operations Manager” position. On
6 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
7 County Superior Court Case Number is BC478769.

8 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a national retailer of household
10 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
11 final approval of the class and PAGA representative action settlement. The San Francisco County
12 Superior Court Case Number is CGC-13-532344.

13 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action involving allegations of misclassification of
15 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
16 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
17 the class and PAGA representative action settlement. The Los Angeles County Superior Court
18 Case Number is BC474784.

19 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a national retailer of upscale
21 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
22 granted final approval of the class and PAGA representative action settlement. The Los Angeles
23 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
24 Coordination Proceeding Number is 4794.

25 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
27 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
28 settlement. The Los Angeles County Superior Court Case Number is BC488069.

1 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
3 involving allegations of misclassification of the “Department Manager” position. On August 12,
4 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
5 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
6 County Superior Court Case Number is RG13680477.

7 m) LFJ represented the plaintiff in a PAGA representative action against a real
8 estate and property management company, on behalf of non-exempt employees. On November 4,
9 2016, the court granted approval of the PAGA representative action settlement. The Orange
10 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

11 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
13 exempt employees. On November 18, 2016, the court granted final approval of the class and
14 PAGA representative action settlement. The San Francisco County Superior Court Case Number
15 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

16 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a foodservice distributor, on behalf of non-exempt employees. On
18 January 26, 2017, the court granted final approval of the class and PAGA representative action
19 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

20 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
21 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
22 employer’s motion to compel arbitration, which resulted in a published opinion by the California
23 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
24 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, *review denied, cert. denied* (U.S. Supreme Court
25 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
26 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

27 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a consumer packaging company, on

1 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
2 and PAGA representative action settlement. The Los Angeles County Superior Court Case
3 Number is BC590429.

4 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class and PAGA representative action against a manufacturer of food service
6 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
7 approval of the class and PAGA representative action settlement. The Orange County Superior
8 Court Case Number is 30-2015-00810013-CU-OE-CXC.

9 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a lumber and hardware company on
11 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Orange County Superior Court Case Number is
13 30-2014-00747750-CU-OE-CXC.

14 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
15 representative action against a property management company, on behalf of non-exempt
16 employees. On June 14, 2017, the court granted final approval of the class and PAGA
17 representative action settlement. The Los Angeles County Superior Court Case Number is
18 BC586234.

19 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
20 representative action against a food company on behalf of non-exempt employees. On June 30,
21 2017, the court granted final approval of the class and PAGA representative action settlement. The
22 Sacramento County Superior Court Case Number is 34-2015-00175871.

23 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a chocolate company on behalf of non-exempt employees. On July
25 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
26 The Alameda County Superior Court Case Number is RG15764300.

27 w) LFJ represented the plaintiff in a PAGA representative action, against the
28 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On

1 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
2 Los Angeles County Superior Court Case Number is BC569664.

3 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
4 representative action against a manufacturer of plastic containers on behalf of non-exempt
5 employees. On October 31, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC577233.

8 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
10 employees. On December 11, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC569646.

13 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a property management company
15 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
16 approval of the class and PAGA representative action settlement. The Los Angeles County
17 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
18 Number is 4819.

19 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a global provider of flexible office
21 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
22 representative action settlement. The Los Angeles County Superior Court Case Number is
23 BC498401.

24 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
26 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
27 County Superior Court Case Number is VCU264528.
28

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on

1 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
2 for class certification and certified a class. The San Bernardino County Superior Court Case
3 Number is CIVDS1505744.

4 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
5 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
6 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
7 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
8 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
9 of the PAGA representative action settlement. The San Diego County Superior Court Case
10 Number is 34-2015-00175330.

11 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a large national drug testing
13 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
14 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
15 granted final approval of the class and PAGA representative action settlement. The San Diego
16 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

17 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
19 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
20 court granted in part the plaintiff's motion for class certification and certified a class. The
21 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
22 Judicial Council Coordination Proceeding Number is 4930.

23 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against manufacturer and supplier of power products and services on
25 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
26 for class certification and certified a class. On August 27, 2021, the court granted final approval
27 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
28 00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as **"EXHIBIT 1"** is the Joint Stipulation of Class Action and PAGA Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on the one hand, and Defendant Bridge Property Management Company ("Defendant") (collectively, the "Parties"), on the other hand. The Parties and their counsel have approved the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendants, the Class is estimated to consist of approximately 146 individuals who worked a total of 19,269 workweeks during the Class Period, and there are approximately 105 PAGA Employees who worked a total of 4,499 pay periods during the PAGA Period.

10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, the State of California, and PAGA Employees guaranteed recovery as opposed to waiting additional years for the same, or possibly worse, result or a defense verdict; (2) a guaranteed result that compares favorably with other complex wage-and-hour class and/or representative action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the case

1 progressed through certification, trial, and/or appeals.

2 11. Since the above-captioned action was commenced, Class Counsel has litigated the
3 case for over four (4) years, and was actively preparing the matter for class certification and trial,
4 prior to reaching the Settlement. The Parties have engaged in extensive settlement negotiations
5 and participated in a formal, full-day mediation conducted by Jeff Krivis, Esq., a well-respected
6 mediator experienced in mediating complex labor and employment matters. In the course of
7 litigation, mediation, and settlement discussions, the Parties exchanged extensive information and
8 engaged in discussions regarding their evaluations of the case and various aspects of the case,
9 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
10 proceeding with class certification and/or representative adjudication, the law relating to class
11 certification, off-the-clock theory, meal and rest periods, representative PAGA actions, and wage-
12 and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility
13 of appeals, among other things. During all settlement discussions, the Parties conducted their
14 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
15 to all Parties was not easy. Defendant and its counsel felt strongly about Defendant's ability to
16 prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would
17 be able to obtain class certification and prevail at trial. After conducting extensive investigations,
18 formal and informal discovery, exchange of information, and settlement negotiations, and with the
19 aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
20 settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
21 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
22 adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members, and
23 of the Released PAGA Claims of Plaintiff, PAGA Employees, and the State of California, with
24 respect the Released Parties.

25 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
26 and scope of the claims, and was preparing for class certification and trial. Class Counsel
27 conducted significant investigation and formal and informal discovery regarding the facts of the
28 case, including and not limited to, the exchange, review, and analysis of documents and data

1 obtained from Defendant, Plaintiff, and other sources. Class Counsel propounded multiple sets of
2 formal written discovery requests onto Defendant (specifically, Requests for Production of
3 Documents, (Set One); Special Interrogatories, (Sets One and Two); and Form Interrogatories,
4 (Set One)) and noticed the depositions of Defendant's Person Most Knowledgeable designees
5 along with accompanying requests for production of documents, on Defendant. The volume of
6 information, data and documents that Class Counsel reviewed and analyzed included and was not
7 limited to: employment records of Plaintiff and other Class Members, a detailed sampling of Class
8 Members' time and pay data, including Timesheets, Payroll Records, Earning Statements, multiple
9 iterations of Defendant's Employee Handbook, company policy acknowledgements (including,
10 but not limited to, Acknowledgment and Receipt of Employee Handbook), operations and
11 employment practices, forms (including, but not limited to, Meal and Rest Break Premium
12 Authorization Form), and policies and procedures (including, but not limited to, Expense Report
13 Policy, Timekeeping Policy, Meal Periods and Rest Breaks Policy, Pay Practices), among other
14 information and documents. Class Counsel interviewed Plaintiff and conducted investigation to
15 gather facts and circumstances surrounding Plaintiff and putative class members' employment.
16 Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues
17 relating to the pleadings, discovery, and the production of documents and data in the course of
18 litigation and in connection with mediation and settlement negotiations. Class Counsel also
19 drafted pleadings and the mediation briefs and prepared for and attended court proceedings,
20 mediation, and settlement negotiations, among other tasks.

21 13. Counsel for the Parties have also invested time researching and investigating the
22 applicable law, which is often evolving as it relates to class certification, representative PAGA
23 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
24 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
25 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
26 reasonable.

27 14. The Settlement provides for a Gross Settlement Fund of Nine Hundred Fifty
28 Thousand Dollars and No cents (\$950,000.00). The Net Settlement Amount is the Gross

1 Settlement Fund less the following amounts subject to approval by the Court: Attorneys' Fees and
2 Costs, Incentive Award, Settlement Administration Costs, and PAGA Amount. Assuming that
3 the amounts allocated under the Settlement toward these payments are awarded by the Court, the
4 Net Settlement Amount that will be available for distribution to Settlement Class Members is
5 currently estimated to be Four Hundred Seventy-Six Thousand Five Hundred Dollars and No
6 Cents (\$476,500.00), which results in an average Class Member payout of more than \$3,260 per
7 person (\$476,500 / 146 individuals). Additionally, as to PAGA, 75% of the PAGA Amount (i.e.,
8 \$75,000.00) will be distributed to the Labor Workforce Development Agency ("LWDA") and 25%
9 of the PAGA Amount (i.e., \$25,000.00), will be distributed to the PAGA Employees, which results
10 in an average payout of more than \$238 per PAGA Employee (\$25,000 / 105 individuals), in
11 addition to the Net Settlement Amount. The Gross Settlement Fund will be fully distributed to
12 Settlement Class Members and PAGA Amount will be fully distributed to the California Labor
13 and Workforce Development Agency and PAGA Employees, in accordance with the terms of the
14 Settlement.

15 15. After obtaining multiple quotes from settlement administrators, the Parties have
16 agreed to retain Phoenix Settlement Administrators, ("Phoenix" or Settlement Administrator") to
17 handle the notice and settlement administration process. The Parties respectfully request that the
18 Court appoint Phoenix to handle these procedures and serve as the Settlement Administrator.
19 Defendant will provide the Settlement Administrator with a list of Class Members that Defendant
20 will compile from its records, which will include each Class Member's full name, last known
21 address, Social Security number, total number of Workweeks during the Class Period, and total
22 number of Pay Periods worked during the PAGA Period ("Class List"). The Settlement
23 Administrator will calculate each Class Member's estimated share of the Net Settlement Amount
24 ("Individual Settlement Share") and estimated share of the PAGA Employee Amount ("Individual
25 PAGA Payment"). The Settlement Administrator will also receive Requests for Exclusion,
26 Notices of Objections, and Workweeks Disputes; provide necessary reports and declarations;
27 print, mail and re-mail (if necessary) the Class Notice to Class members, calculate, subtract, and
28 transmit necessary taxes and withholdings; prepare and submit informational and other tax filings

1 and documents, issue 1099 and W-2 IRS Forms and all required tax reporting, filings,
2 withholdings, and remittances, provide necessary reports and declarations,; issue and transmit all
3 payments provided for by the Settlement, including and not limited to, mailing Individual
4 Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA
5 Employees; and perform any other usual and customary duties for administering a class action
6 settlement. Settlement Administration Costs are currently estimated not to exceed Six Thousand
7 Dollars and No Cents (\$6,000.00) based on information provided by Phoenix, and will be paid out
8 of the Gross Settlement Fund, subject to approval of the Court.

9 16. Based on investigation and information discovered, Class Counsel believes that
10 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
11 that Defendant, with respect to Plaintiff and the Class Members, and PAGA Employees *inter alia*,
12 failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest
13 periods and to pay associated premium pay, failed to pay one day's rest in seven, failed to give
14 notice of material terms of employment, failed to pay reporting time pay, failed to timely pay
15 wages during employment and upon termination of employment, failed to provide compliant wage
16 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
17 expenses, and thereby engaged in unfair business practices in violation of California Business and
18 Professions Code section 17200, *et seq.* based on the aforementioned, violations of the California
19 Labor Code based on the aforementioned, but not limited to California Labor Code sections 201,
20 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and
21 2802, and violations of the industrial Welfare Commission Wage Orders and conduct giving rise
22 to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor
23 Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members and PAGA Employees
24 were expected to perform similar job duties and were subject to the same or similar operations and
25 employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's
26 recordkeeping practices with respect to Plaintiff, Class Members and PAGA Employees were
27 substantially the same during the time period at issue. As a result of said alleged uniform practices,
28 Plaintiff claims that Class Members and PAGA Employees were not paid all of the compensation

1 that was owed to them by Defendant. Thus, in Class Counsel's view, the outcome of this litigation
2 would be determined by Defendant's uniform operations and employment practices, policies, and
3 procedures that Plaintiff alleges applied across Defendant's non-exempt employees in California
4 during the relevant time period.

5 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
6 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
7 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
8 and the difficulties and delays inherent in such litigation, including those involved in class
9 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
10 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
11 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
12 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
13 mediator, who is experienced and well-regarded in complex labor and employment matters.

14 18. Defendant, on the other hand, denied and continues to deny any liability and
15 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
16 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
17 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
18 also had the opportunity to conduct investigations and gather documents and information relating
19 to Plaintiff's and putative class members' employment with Defendant, and Defendant's
20 operations and employment policies, practices, and procedures. The Parties also reviewed and
21 analyzed a large volume of documents and data, including but not limited to a detailed sampling
22 of Class Members' time and pay information, to determine the potential value and strength of the
23 claims. The available information enabled Class Counsel to assess and value the class and PAGA
24 claims and prepare violation, damages, and penalties analyses and models. Accordingly, the
25 Parties have conducted adequate investigation and discovery to be sufficiently informed of the
26 nature and extent of the Class and PAGA claims, and to enable both sides to fully evaluate the
27 Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter
28 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well

1 as the costs and risks to both sides that would attend further litigation. The Settlement takes into
2 account the strengths and weaknesses of each side's position and the uncertainty of how the case
3 might have concluded at certification, trial, and/or appeals.

4 19. The Settlement Agreement provides for Class Counsel to apply for Attorneys' Fees
5 in an amount of up to Thirty Five percent (35%) of the Gross Settlement Fund (i.e., \$322,500.00)
6 and expenses and costs in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00),
7 which will be paid out of the Gross Settlement Fund, subject to approval by the Court. It should
8 be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive
9 any compensation until recovery is obtained.

10 20. The Settlement Agreement provides for payment of up to Ten Thousand Dollars and
11 No Cents (\$10,000.00) to Plaintiff as an Incentive Award, to be paid out of the Gross Settlement
12 Fund subject to approval by the Court. Plaintiff spent considerable time and effort to produce
13 relevant documents and past employment records and to provide the facts and evidence necessary
14 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her,
15 and actively tried to obtain and provide information that would facilitate the pursuit of the Class
16 and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an Incentive
17 Award, in addition to her Individual Settlement Payments, and/or Individual PAGA Payments, for
18 services performed in the matter on behalf of the Class, State of California, and PAGA Employees.

19 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
20 in the best interests of Plaintiff, the Class, PAGA Employees, and the State of California. Class
21 Counsel further submits that the Settlement is within an acceptable range of recovery for this type
22 of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
23 litigation, and the costs and risks associated with class certification, representative adjudication,
24 trial, and/or appeals.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on this 1st day of July 2024 at Glendale, California.

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6 Vartan Madoyan
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EXHIBIT 1

- 1 9. “Court” means the Superior Court of the State of California for the County of Alameda.
- 2 10. “Defendant’s Counsel” means Eugene Ryu and Penny Chen of K&L Gates, LLPC.
- 3 11. “Effective Date” means the date when all of the following dates have occurred: (i) this
- 4 Stipulation of Settlement has been executed by Plaintiff, Defendant, Class Counsel, and Defendant’s
- 5 Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent
- 6 to the Class Members, providing them the opportunity to object to or opt out of the Class Settlement;
- 7 (iv) the Court has held a Final Approval Hearing and entered the Final Approval Order and Judgment;
- 8 and (v) the later of the following events: (A) when the period for filing any appeal, writ, intervention,
- 9 or other appellate proceeding opposing the Final Approval Order and Judgment has elapsed without
- 10 any appeal, writ or other appellate proceeding having been filed; (B) when any appeal, writ,
- 11 intervention or other appellate proceeding opposing the Final Approval Order and Judgment has been
- 12 dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any
- 13 appeal, writ, intervention or other appellate proceeding has upheld the Final Approval Order and
- 14 Judgment with no right to pursue further remedies or relief.
- 15 12. “Employer Taxes” means the employer’s share of taxes and contributions in connection
- 16 with the wages portion of Individual Settlement Shares, which shall be paid by Defendant separately
- 17 and in addition to the Gross Settlement Fund.
- 18 13. “FLSA” means the Fair Labor Standards Act.
- 19 14. “Final Approval” means the determination by the Court that the Settlement is fair,
- 20 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.
- 21 15. “Final Approval Hearing” means the hearing in which the Court shall consider, without
- 22 limitations, any timely objections to the Class Settlement from Settlement Class Members, testimony
- 23 from the Parties or their counsel, declaration(s) regarding the settlement administration process from
- 24 the Settlement Administrator, and otherwise make a final determination regarding whether the
- 25 Settlement should be granted Final Approval.
- 26 16. “Final Approval Order and Judgment” means the Final Approval Order and Judgment,
- 27 in a form to be agreed upon by the Parties and approved by the Court.
- 28 17. “Gross Settlement Fund” means the amount of Nine Hundred Fifty Thousand Dollars

1 and Zero Cents (\$950,000.00), which is the maximum amount that Defendant will pay pursuant to this
2 Settlement, excluding the Employer Taxes, which shall be paid by Defendant separately and in
3 addition to the Gross Settlement Fund.

4 18. "Incentive Award" means the payment made to Plaintiff in her capacity as a Class and
5 PAGA Representative, which is not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

6 19. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
7 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
8 calculated in accordance with Paragraph 62.b.

9 20. "Individual Settlement Payment" means the net payment of each Settlement Class
10 Member's Individual Settlement Share, after reduction for the employee's share of taxes and
11 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
12 Paragraph .

13 21. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount
14 that a Class Member may be eligible to receive under the Class Settlement, to be calculated in
15 accordance with Paragraph 62.c.

16 22. "LWDA" means the Labor and Workforce Development Agency.

17 23. "LWDA Payment" means the amount of Seventy-Five Thousand Dollars and Zero
18 Cents (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA
19 for the PAGA Settlement, as set forth in Paragraph 63.

20 24. "Net Settlement Amount" means the portion of the Gross Settlement Fund that is
21 available for distribution to Settlement Class Members, which is the Gross Settlement Fund less the
22 Court-approved Incentive Award, Settlement Administration Costs, PAGA Amount, and Attorneys'
23 Fees and Costs.

24 25. "Notice of Objection" means a Settlement Class Member's written objection to the
25 Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
26 objector's full name, signature, address, telephone number, and the last four (4) digits of his or her
27 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
28 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, postmarked on or before the Response Deadline.

26. “Notice of Proposed Settlement” or “Notice” means the Notice of Pendency of Class Action Settlement in substantially the form attached hereto as **Exhibit A**, and as approved by the Court.

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

28. “PAGA Amount” means the allocation of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Gross Settlement Fund for the PAGA Settlement. Seventy-five percent (75%), or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$25,000.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

29. “PAGA Employee(s)” 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.

30. “PAGA Employee Amount” means the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

31. “PAGA Notice” means Plaintiff’s May 23, 2023 letter to the LWDA and Defendant under California Labor Code section 2699.3, providing notice of her intent to pursue civil penalties under PAGA.

32. “PAGA Period” means the time period from June 4, 2019 through February 11, 2022.

33. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.

34. “Parties” means Plaintiff and Defendant together, each of whom is a “Party.”

35. “Pay Periods” means 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.

1 36. “Preliminary Approval” means entry of the Court order granting preliminary approval
2 of the Settlement Agreement.

3 37. “Released Class Claims” means any and all claims which were alleged or which could
4 have been alleged based on the same or similar facts, allegations, and/or claims pleaded in the
5 Operative Complaint, arising during the Class Period, including but not limited to claims for Failure
6 to pay overtime at the correct rate (Lab. Code §§ 510, 1194, 1198); Failure to provide meal periods
7 and pay meal period premiums (Lab. Code §§ 226.7, 512); Failure to provide rest break and pay rest
8 break premiums (Lab. Code §§ 226.7); Failure to timely pay wages due at separation or termination
9 of employment (Lab. Code §§ 201-203); Failure to timely pay wages due during employment (Lab.
10 Code §§ 204); Failure to furnish accurate itemized wage statements (Lab. Code §§ 226, 226.3); Failure
11 to maintain required records (Lab. Code § 1174); Failure to reimburse for reasonable business expenses
12 (Lab. Code § 2802); Failure to provide one day’s rest in seven; Failure to pay wages, including, *inter*
13 *alia* minimum wages (Lab. Code §§ 1194, 1197, and 1197.1); Failure to give notice of material terms
14 of employment; Failure to pay reporting time wages (Lab. Code § 1198); Violation of California
15 Business & Professions Code §§ 17200, *et seq.* based on the aforementioned; and Violation of the Fair
16 Labor Standards Act § 201, *et seq.*; as well as any claims for injunctive relief, declaratory relief,
17 restitution, fraudulent business practices or punitive damages alleged or which could have been alleged
18 under the facts, allegations and/or claims pleaded in the Operative Complaint; and any and all other
19 claims under California common law, the California Labor Code, the Fair Labor Standards Act,
20 California Industrial Welfare Commission Wage Orders, and the California Business and Professions
21 Code alleged in or that could have been alleged under the same or similar facts, allegations and/or
22 claims pleaded in the Operative Complaint. In addition, to the extent required by law, the cashing of
23 the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of
24 releasing Releasees from any claims predicated under the FLSA that could have been alleged under
25 the same or similar facts, allegations and/or claims pleaded in the Action.

26 38. “Released PAGA Claims” means any and all claims for civil penalties which were
27 alleged or which could have been alleged based on the same or similar factual allegations in the
28 Operative Complaint and/or PAGA Notice, under the Private Attorneys General Act, California Labor

1 Code § 2698, *et seq.*, arising during the PAGA Period, including but not limited to claims for
2 Defendant's failure to pay overtime wages, provide compliant meal and rest periods and associated
3 premium payments, timely pay wages during employment and termination of employment, provide
4 accurate itemized wage statements, maintain complete and accurate payroll records, and reimburse for
5 necessary business-related expenses.

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

11 40. "Request for Exclusion" means a letter submitted by a Class Member indicating a
12 request to be excluded from the Class Settlement, which must: (a) contain the case name and number
13 of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4)
14 digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that
15 the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to
16 the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

17 41. "Response Deadline" means the deadline by which Class Members must submit a
18 Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
19 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
20 Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
21 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
22 Deadline may also be extended by express agreement between Class Counsel and Defendant's
23 Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to
24 extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the
25 Response Deadline for that Class Member shall be extended by fifteen (15) calendar days.

26 42. "Settlement" or "Stipulation of Settlement" shall mean this Joint Stipulation of Class
27 Action and PAGA Settlement Agreement and Release.
28

43. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

44. “Settlement Administration Costs” means the costs payable from the Gross Settlement Fund, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 65.

45. “Settlement Class Members” means all Class Members who did not submit a timely and valid Request for Exclusion.

46. “Workweeks” means the number of weeks each Class Member 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 Class Period.

47. “Workweeks Disputes” means a Class Member’s written letter to the Settlement Administrator, which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the disputing Class Member; (c) clearly state that the Class Member disputes the number of Workweeks credited to him, her, or them, and what he, she, or they contends is the correct number to be credited to him, her, or them; (d) include information and/or attach documentation demonstrating that the number of Workweeks that he, she, or they contends should be credited to him, her, or them are correct; and (f) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

RECITALS

48. On June 4, 2020, Plaintiff filed a Class Action Complaint in the Action.

49. On May 23, 2023, Plaintiff submitted the PAGA Notice to the LWDA by online submission and to Defendant by Certified Mail.

50. On September 16, 2021, the Parties engaged in a full-day mediation with experienced wage and hour class action mediator Jeff Krivis, Esq., which did not result in a settlement at that time.

1 After engaging in further settlement discussions, the Parties reached a settlement that is memorialized
2 herein.

3 51. To implement the Settlement, the Parties stipulate and agree that Plaintiff, upon being
4 granted leave, will file a First Amended Class Action Complaint for Damages & Enforcement Under
5 the Private Attorneys General Act, California Labor § 2698, Et Seq. in the Action (“Operative
6 Complaint”), which, *inter alia*, adds a cause of action under PAGA, which shall be deemed filed and
7 served as of the date the Court enters an order granting said stipulation. If required by the Court in
8 order to release claims under the FLSA, the Parties will stipulate to amend the Operative Complaint
9 to add a cause of action under FLSA (in which the amended Operative Complaint will be referred to
10 as the “Operative Complaint”). For purposes of this Settlement only, Defendant agrees to not pursue
11 applicable defenses, such as statute of limitations or Class and PAGA Representative’s standing, but
12 the Parties agree that such defenses are reserved for all other purposes. Defendant will be permitted
13 to file an Answer within thirty (30) calendar days of the order granting the Parties’ stipulation for
14 leave, after which the Parties will jointly seek an immediate vacation or stay of pending dates, pending
15 approval by the Court of this Settlement.

16 52. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
17 the claims in the Action, and further denies that, for any purpose other than settling the Action, the
18 Action is appropriate for class action or representative treatment.

19 53. It is the Parties’ desire to fully, finally, and forever settle, compromise, and discharge
20 all disputes and claims arising from or related to the allegations of the Action.

21 54. It is the Parties’ intention that this Stipulation of Settlement shall constitute a full and
22 complete settlement and release of all Released Class Claims and all Released PAGA Claims against
23 all Released Parties.

24 55. It is the Parties’ intention that this Settlement shall not become effective until the
25 Effective Date occurs.

26 56. Class Counsel have conducted a thorough investigation into the facts of the Action,
27 including an extensive review of relevant documents and data, and has diligently pursued an
28 investigation of the class and PAGA claims against Defendant. Based on its and their own independent

1 investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
2 fair, reasonable, and adequate and is in the best interests of the Class Members, State of California,
3 and PAGA Employees in light of all known facts and circumstances, including the risks of significant
4 delay, the Class not being certified, and the defenses asserted by Defendant. Defendant and
5 Defendant's Counsel also agree that the Settlement is in the best interests of the Class Members, State
6 of California, and PAGA Employees.

7 57. The Parties agree to cooperate and take all steps necessary and appropriate to
8 consummate the settlement in accordance with the terms of this Stipulation of Settlement.

9 **TERMS OF SETTLEMENT**

10 58. In consideration of the mutual covenants, promises, and agreements set forth herein,
11 the Parties agree, subject to the Court's approval, to the terms herein.

12 59. Gross Settlement Fund: To implement the terms of this Settlement, Defendant agrees
13 to pay a maximum total payment of Nine Hundred Fifty Thousand Dollars and Zero Cents
14 (\$950,000.00) (i.e., the Gross Settlement Fund), which includes the Individual Settlement Shares
15 (excluding the Employer Taxes, which Defendant shall be separately responsible for apart from the
16 Gross Settlement Fund), Incentive Award, PAGA Amount, Settlement Administration Costs, and
17 Attorneys' Fees and Costs. Except as otherwise specified herein, Defendant shall not be required to
18 pay any additional monies beyond the amount of the Gross Settlement Fund (excluding the Employer
19 Taxes, which Defendant shall be separately responsible for apart from the Gross Settlement Fund).
20 Further, no portion of the Gross Settlement Fund shall revert to Defendant, and if the Court awards
21 any lesser amount with respect to the Incentive Award, PAGA Amount, Settlement Administration
22 Costs, and Attorneys' Fees and Costs, the remainder of such amounts shall be paid to the Settlement
23 Class Members on a pro rata basis according to the formula contained herein.

24 60. Tax Treatment of the Gross Settlement Fund: The Parties agree that the Gross
25 Settlement Fund will qualify as a settlement fund pursuant to the requirements of section 468(B)(g) of
26 the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *Et seq.* of the income tax
27 regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator"
28 of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As

such, all taxes imposed on the gross income of the Gross Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Gross Settlement Fund by the Settlement Administrator.

61. Funding of Gross Settlement Fund: Within thirty (30) calendar days after the Effective Date, Defendant shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Fund and the Employer Taxes. The delivery of the Gross Settlement Fund and the Employer Taxes to the Settlement Administrator shall constitute full and complete discharge of the entire monetary obligation of Defendant under this Settlement. Once Defendant has made such payments, it will be deemed to have satisfied all monetary terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this Settlement, and shall have no further monetary obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

62. Distribution of the Gross Settlement Fund: Within seven (7) calendar days of the funding of the Gross Settlement Fund, the Settlement Administrator will issue the following: (1) Individual Settlement Payments to Settlement Class Members; (2) Individual PAGA Payments to PAGA Employees; (3) LWDA Payment to the LWDA; (4) Attorneys' Fees and Costs to Class Counsel; (5) Incentive Award to Plaintiff; (6) and Settlement Administration Costs to itself.

a. Individual Settlement Share Calculations: Individual Settlement Shares will be calculated and apportion from the Net Settlement Amount based on the Class Member's number of Workweeks, as follows:

i. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his, her, or their estimated Individual Settlement Share that he, she, or they may be eligible to receive under the Class Settlement;

ii. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield

the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his, her, or their Individual Settlement Share.

b. Individual PAGA Payment Calculations: Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield his, her, or their Individual PAGA Payment.

c. Tax Allocation of Individual Settlement Shares and Individual PAGA Payments: Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported as such by the Settlement Administrator on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported as such by the Settlement Administrator on an IRS Form-1099 (if applicable). The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Fund. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported as such by the Settlement Administrator on an IRS Form-1099 (if applicable).

d. Settlement Checks: The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with the Settlement Agreement. Each check shall include a legend on the settlement check stating “By

1 cashing this check, I am opting into the settlement in *Dennis et al v. Bridge Property*
2 *Management Company et al.*, Alameda County Superior Court, Case No.
3 RG20063553, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Class
4 Claims described in the Settlement Agreement.”

- 5 e. When issuing payments, the Settlement Administrator may combine the Individual
6 Settlement Payment and Individual PAGA Payment into one check if the intended
7 recipient for both payments is one individual. Each Individual Settlement Payment and
8 Individual PAGA Payment check will be valid and negotiable for one hundred and
9 eighty (180) calendar days from the date the checks are issued, and thereafter, shall be
10 canceled. Pursuant to California Code of Civil Procedure § 384, all funds associated
11 with such canceled checks will be transmitted by the Settlement Administrator to The
12 United Negro College Fund (“UNCF”). The Parties and their counsel each represent
13 that they do not have any significant affiliation or involvement with the proposed *cy*
14 *pres* recipient. The Settlement Administrator may, as necessary, undertake amended
15 and/or supplemental tax filings and reporting, required under applicable local, state,
16 and federal tax laws, that are necessitated due to the cancelation of any Individual
17 Settlement Payment checks or Individual PAGA Payment checks. To the extent that
18 the Settlement Administrator is able to obtain or receive the return or refund of the
19 amounts that were transmitted to taxing authorities for the employer’s and employee’s
20 share of taxes, contributions, and/or withholdings associated with canceled Individual
21 Settlement Payments, all such amounts shall also be transmitted to the United Negro
22 College Fund (UNCF).

23 63. PAGA Amount: Subject to the Court’s approval, the Parties agree that the amount of
24 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Gross Settlement Fund will
25 be allocated toward penalties under PAGA (i.e., the PAGA Amount), of which Seventy-Five Thousand
26 Dollars and Zero Cents (\$75,000.00), representing 75% of the PAGA Amount, shall be paid to the
27 LWDA (i.e., the LWDA Payment) and Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),
28 representing 25% of the PAGA Amount, shall be distributed to the PAGA Employees (i.e., PAGA

Employee Amount) on a *pro rata* basis, based on their number of Pay Periods during the PAGA Period (i.e., Individual PAGA Payments).

64. Settlement Payments Do Not Trigger Additional Benefits: All payments under the Settlement shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class Member, and/or PAGA Employee may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Settlement Class Members, and PAGA Employees may be entitled under any benefit plans.

65. Settlement Administration Costs: The Settlement Administrator will be paid for their reasonable fees and expenses of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Six Thousand Dollars and Zero Cents (\$6,000.00), which shall be paid from the Gross Settlement Fund, subject to Court approval. These costs will include, *inter alia*, printing, distributing, and tracking Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the settlement administration process. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Fund, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

66. Attorneys' Fees and Costs: Class Counsel will request attorneys' fees up to thirty-five percent (35%) of the Gross Settlement Fund, or \$332,500, and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to

1 exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), subject to approval by the Court.
2 Defendant will not object to Class Counsel's application for Attorneys' Fees and Costs in these
3 amounts. The amounts set forth above will cover all work performed and all fees and costs incurred
4 to date, and all work to be performed and all fees and costs to be incurred in the future in connection
5 with the approval by the Court of this Stipulation of Settlement, and the administration of the
6 Settlement. Should Class Counsel request a lesser amount, or should the Court approve a lesser
7 amount of Attorneys' Fees and Costs, the difference between the lesser amount and the maximum
8 amount set forth above shall be part of the Net Settlement Amount for the benefit of Settlement Class
9 Members. Class Counsel shall not be entitled to additional Attorneys' Fees and Costs from Defendant.
10 Any reduction by the Court of the Attorneys' Fees and Costs shall not be sufficient grounds to void
11 the Settlement. Plaintiff and defendant shall bear their own attorney's fees and costs in connection
12 with the Action and Settlement, except as provided herein. With respect to the Attorneys' Fees and
13 Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States
14 Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any
15 additional expenses for doing so shall be paid separately by Class Counsel and shall not be included
16 within the Settlement Administration Costs.

17 67. Incentive Award: Subject to the Court's approval, Plaintiff will request an Incentive
18 Award in an amount up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition for her
19 efforts and work in prosecuting the Action, which shall be paid from the Gross Settlement Fund.
20 Defendant will not object to Plaintiff's application for the Incentive Award. It is understood that the
21 Incentive Award is in addition to any other payment to which Plaintiff is entitled to under the
22 Settlement. The Incentive Award shall not be deemed wages and will be reported on an IRS Form-
23 1099 by the Settlement Administrator. Should the Court approve the Incentive Award to Plaintiff in
24 an amount that is less than that set forth above, the difference between the lesser amount approved by
25 the Court and the amount allocated toward the Incentive Award will be part of the Net Settlement
26 Amount for the benefit of Settlement Class Members. The Court's failure to approve the full amount
27 the Incentive Award sought shall not be grounds to nullify, invalidate, or appeal the Settlement.
28

1 68. Tax Forms: The Settlement Administrator shall be responsible for issuing payments
2 under the Settlement and taxes and withholding as required by state and federal taxes in accordance
3 with this Stipulation of Settlement. The Settlement Administrator will issue IRS Forms W-2 with
4 respect to Individual Settlement Shares allocated as wages and IRS Forms 1099 with respect to
5 Individual Settlement Shares allocated as interest, penalties, and non-wage damages to the Settlement
6 Class Members and will issue IRS Forms 1099 to the PAGA Employees for their Individual PAGA
7 Payments. The Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the
8 Incentive Award; and (2) Class Counsel for the Attorneys' Fees and Costs. The Settlement
9 Administrator will be responsible for preparing these forms correctly. The Settlement Administrator
10 shall also be responsible for submitting the Employer Taxes to the appropriate government agencies
11 on behalf of Defendant. Plaintiff and Class Counsel will be responsible for correctly characterizing
12 this compensation for tax purposes and for paying any taxes on the amounts received.

13 69. Tax Indemnification: Plaintiff and Class Counsel acknowledge and agree that they are
14 and will be responsible for the payment of any and all federal, state, and local taxes or penalties
15 associated with their respective allocated portions of the payments described herein, and agree to
16 indemnify, defend, and hold the Released Parties harmless from any and all claims by any federal,
17 state, or local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid their, her, or
18 his share of taxes associated with the payments set forth in this Settlement. The Parties acknowledge
19 and agree that Class Counsel is not responsible for the payment of any federal, state, and local taxes
20 or penalties associated with payments to Plaintiff, Settlement Class Members, and PAGA Employees.

21 **NOTICE TO THE CLASS**

22 70. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide
23 the Class List to the Settlement Administrator.

24 71. The Settlement Administrator (along with any of its agents) shall represent and warrant
25 that it will: (1) provide reasonable and appropriate administrative, physical, and technical safeguards,
26 including a reasonable security protocol, for any personally identifiable information ("PII"), which it
27 receives from Defendant's Counsel and/or Class Counsel; (2) not disclose the PII to third parties,
28 including agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the

1 PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant with notice
2 if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement
3 Administrator may provide notice to both parties if the PII is subject to unauthorized access, use,
4 disclosure, modification, or destruction; however, all additional communications from the Settlement
5 Administrator regarding the scope, circumstances, and substance shall be communicated solely to
6 Defendant.

7 72. The Settlement Administrator shall send a Notice to each Class Member by First Class
8 U.S. mail within ten (10) calendar days of receipt of the Class List. Prior to mailing the Notice, the
9 Settlement Administrator shall update the addresses of the Class Members by reference to the National
10 Change of Address Database maintained by the United States Postal Service. If a Notice is returned
11 as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Notice
12 to the forwarding address within five (5) calendar days. If a Notice is returned as non-deliverable with
13 no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate
14 the most current address of the person to whom the Notice was addressed and shall resend the Notice
15 within five (5) calendar days to any updated address. Upon completion of these steps, the Parties shall
16 be deemed to have satisfied their obligations to provide the Notice to the Class Members.

17 **WORKWEEKS DISPUTES**

18 73. Class Members will have an opportunity to dispute the number of Workweeks to which
19 they have been credited, as reflected in their respective Class Notices, by submitting a Workweeks
20 Dispute to the Settlement Administrator, by mail, on or before the Response Deadline. Absent
21 evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of
22 Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct
23 and determinative of the dispute. However, if a Class Member produces information and/or
24 documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the
25 Class Member and the Settlement Administrator, with input from Defendant and Defendant's records,
26 will resolve and determine the number of eligible Workweeks that the disputing Class Member should
27 be credited with under the Settlement.

28 **REQUESTS FOR EXCLUSION**

74. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. No Requests for Exclusion shall be accepted if postmarked after the Response Deadline. Class Members are responsible to maintain a photocopy of their Request for Exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a Request for Exclusion or whether a written communication constitutes a valid Request for Exclusion that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, in a declaration that is filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion shall not be bound by the Class Settlement Agreement and shall not be entitled to an Individual Settlement Payment. However, if a Class Member is also a PAGA Employee, he, she, or they will still be issued an Individual PAGA Payment and be bound by the PAGA Settlement, irrespective of whether they submit a Request for Exclusion.

75. If five percent (5%) or more of the Class Members opt out of the Class Settlement by submitting timely and valid Requests for Exclusion, Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within twenty (20) calendar days after receiving the final list of timely and valid Requests for Exclusion from the Settlement Administrator. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit Requests for Exclusion, directly or indirectly, through any means.

NOTICES OF OBJECTION

76. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. Any Class Member

1 who submits a timely and valid Request for Exclusion waives their right to object to the Class
2 Settlement. Settlement Class Members, individually or through counsel, may also present their
3 objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of
4 Objection. PAGA Employees shall have no right to object to the PAGA Settlement.

5 77. Any PAGA Employee who fails to timely submit a Notice of Objection shall be
6 foreclosed from any objection to this Settlement or from filing an appeal of the Court's Final Order
7 and Judgment unless otherwise ordered by the Court.

8 78. Counsel for the Parties shall file any response to any Notices of Objection at least five
9 (5) calendar days before the date of the Final Approval Hearing.

10 79. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
11 Settlement Class Members to object to or opt out of the Settlement or to appeal from the Final
12 Approval Order and Judgment. Class Counsel shall not represent any Settlement Class Members with
13 respect to any such objections or requests to exclusion to the Settlement.

14 80. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
15 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
16 and complete and which were not), and also attach them to a declaration that is filed with the Court in
17 advance of the Final Approval Hearing).

18 **RELEASE OF CLAIMS**

19 81. Class Settlement Release. Upon the Effective Date and full funding of the Gross
20 Settlement Fund, Plaintiff and Settlement Class Members will be deemed to have fully, finally, and
21 forever released, settled, compromised, relinquished, and discharged the Released Parties of all
22 Released Class Claims,

23 82. PAGA Settlement Release. Upon the Effective Date, the State of California with
24 respect to the PAGA Employees will be deemed to have fully, finally, and forever released, settled,
25 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. The
26 PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the
27 opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth
28

1 in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of
2 whether they cash or deposit their PAGA Employee Payment.

3 83. General Release of Claims by Plaintiff. Upon the Effective Date and full funding of
4 the Gross Settlement Fund, and as a condition of receiving any portion of her Incentive Award,
5 Plaintiff, for herself only, agrees to the additional following General Release: In consideration of
6 Defendant's promises and agreements as set forth herein, Plaintiff hereby fully releases the Released
7 Parties from any and all Released Class Claims and also generally releases and discharges the Released
8 Parties from any and all claims whatsoever regarding Plaintiff's employment and/or the termination
9 of employment including, but not limited to, any claims for misclassification, wages, bonuses,
10 severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel
11 policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public
12 policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express
13 or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory
14 of negligence, any theory of retaliation, any legal restriction on any Defendant's right to terminate the
15 employment relationship, or any federal, state, or other governmental statute, executive order,
16 regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided
17 by law. Upon the Effective Date and full funding of the Gross Settlement Fund, Plaintiff shall be
18 deemed to have expressly waived and relinquished to the fullest extent permitted by law the provisions,
19 rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under
20 federal or state law that purports to limit the scope of a general release. Class and PAGA
21 Representative, for herself, has read Section 1542 of the Civil Code of the State of California, which
22 provides as follows:

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

27 Plaintiff understands that Section 1542 gives the right not to release existing claims of which she is
28 not now aware unless Plaintiff voluntarily chooses to waive this right. Having been so apprised,

1 Plaintiff nevertheless voluntarily waives the rights described in Section 1542 and elects to assume all
2 risks for claims that now exist in her favor, known or unknown. The release of the claims of Plaintiff
3 as set forth in this Paragraph is a condition precedent to enforcement of this Stipulation of Settlement.
4 Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers'
5 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
6 law.

7 **DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING**
8 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

9 84. In support of this Agreement, Plaintiff will request that the Court certify, for settlement
10 purposes only, the Class, which Defendant shall not oppose or object to.

11 85. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in
12 support of Plaintiff's Motion for Preliminary Approval, and for determination by the Court as to
13 whether the proposed Settlement is within the range of possible judicial approval. Plaintiff and Class
14 Counsel will be responsible for drafting the Motion for Preliminary Approval, with input from Defense
15 counsel. Promptly upon execution of this Stipulation of Settlement, Class Counsel shall apply to the
16 Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon
17 by the Parties, seeking the following:

- 18 a. Certifying the Class for settlement purposes only;
- 19 b. Granting Preliminary Approval;
- 20 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 21 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 22 e. Approving, as to form and content, the mutually-agreed upon and proposed Notice,
23 attached hereto as Exhibit A;
- 24 f. Directing the mailing of the Notice by First Class U.S. mail to the Class Members;
- 25 g. Approving the manner and method for Class Members to request exclusion from or
26 object to the Class Settlement as contained herein and within the Notice; and
- 27 h. Scheduling the Final Approval Hearing on the question of whether Final Approval
28 should be granted.

1 86. The Parties will work cooperatively to mutually agree upon the form and content of the
2 Notice, as well as the Proposed Order Granting Preliminary Approval.

3 87. The Class and PAGA Representative and Class Counsel will not make any public
4 disclosure of the Settlement until after the filing of the Motion for Preliminary Approval of the
5 Settlement. The Class and PAGA Representative and Class Counsel represent that they have not made
6 any such disclosure. Class Counsel will take all steps necessary to ensure that the Class and PAGA
7 Representative is aware of, and will encourage her to adhere to, the restriction against any public
8 disclosure of the Settlement until after the Settlement is preliminarily approved by the Court.
9 Thereafter, Class Counsel and the Class and PAGA Representative agree not to publicize the terms of
10 this Settlement with the media, including but not limited to, any newspaper, journal, magazine,
11 website, and/or online reporter of settlements, or publicize the fact or the terms of this Settlement on
12 any website. Nothing herein will restrict Class Counsel from including publicly available information
13 regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and
14 experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required
15 to be made to the LWDA in conformity with PAGA. Furthermore, nothing herein will restrict Class
16 Counsel from fulfilling its ethical obligations and fiduciary duties to Class Members.

17 **DUTIES OF THE PARTIES WITH RESPECT TO**
18 **OBTAINING FINAL APPROVAL OF THE SETTLEMENT**

19 88. After the Response Deadline, and with the Court's permission, a Final Approval
20 Hearing will be conducted to determine whether Final Approval should be granted, along with the
21 amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments;
22 (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Incentive Award; and (f) Settlement
23 Administration Costs. Plaintiff and Class Counsel will be responsible for drafting the motion seeking
24 Final Approval. By way of said motion, Class Counsel shall submit a mutually-agreed upon proposed
25 Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- 26 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
27 consummation of its terms and provisions;
28 b. Certification of the Settlement Class;

- c. Approval of the application for Attorneys' Fees and Costs;
- d. Approval of the application for the Incentive Award to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

89. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED

90. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiff or Defendant may terminate this Settlement if after submitting the Settlement for approval to the Court, the Court declines to enter the Preliminary Approval Order or Final Approval Order and Judgment in substantially the form submitted by the Parties, or if the Settlement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

- (a) The Stipulation of Settlement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms;
- (b) Defendant shall have no obligation to make any payments to any Party, Settlement Class Member, PAGA Employee, or Class Counsel, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;
- (c) The Preliminary Approval Order and Final Approval Order and Judgment shall be vacated;
- (d) The Stipulation of Settlement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement; and

1 (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any
2 ancillary documents, actions, statements, or filings in furtherance of settlement
3 (including all matters associated with the mediation) shall be admissible or offered into
4 evidence in the Action or any other action for any purpose whatsoever.

5 **PARTIES' AUTHORITY**

6 91. The signatories hereto hereby represent that they are fully authorized to enter into this
7 Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

8 **INTERIM STAY OF PROCEEDINGS**

9 92. The Parties agree to hold in abeyance all proceedings in the Action (including with
10 respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to
11 implement and complete the Settlement Agreement, pending the Final Approval Hearing to be
12 conducted by the Court.

13 **CALIFORNIA LAW GOVERNS**

14 93. All terms of the Settlement Agreement and attached Exhibit hereto will be governed
15 by and interpreted according to the laws of the State of California.

16 **MUTUAL FULL COOPERATION**

17 94. The Parties agree to fully cooperate with each other to accomplish the terms of this
18 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of
19 such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
20 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
21 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by
22 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
23 herein.

24 **NO PRIOR ASSIGNMENTS**

25 95. The Parties and their respective counsel represent, covenant, and warrant that they have
26 not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
28 or right herein released and discharged except as set forth herein.

1
2
3 **NO ADMISSION**

4 96. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to
5 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
6 of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the
7 intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

8 **BREACH AND ENFORCEMENT ACTIONS**

9 97. The Parties will jointly request that the Court retain jurisdiction pursuant to California
10 Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of
11 a breach of this Settlement, the non-breaching Party shall provide notice to the breaching Party and
12 request that the breaching Party cure any alleged breach. If the breach is not cured within thirty (30)
13 calendar days of said notice, the non-breaching Party may pursue legal action or other proceeding
14 against any other breaching Party or Parties to enforce the provisions of this Stipulation of Settlement
15 or to declare rights or obligations under this Stipulation of Settlement. In the event of such
16 enforcement actions, the successful Party or Parties shall be entitled to recover from the unsuccessful
17 Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
18 connection with any enforcement actions. All such disputes shall be resolved by the Court.

19 **NOTICES**

20 98. Unless otherwise specifically provided herein, all notices, demands, or other
21 communications given hereunder shall be in writing and shall be deemed to have been duly given as
22 of the third business day after mailing both electronically and by United States registered or certified
23 mail, return receipt requested, and addressed as follows:

24 To Plaintiff, the Class, and Class Counsel:

25 Arby Aiwazian (Arby@calljustice.com)
26 Joanna Ghosh (Joanna@calljustice.com)
27 Vartan Madoyan (Vartan@calljustice.com)
28 LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 Tel: (818) 265-1020 / Fax: (818) 265-1021

2
3 To Defendant and Defendant's Counsel:

4 Eugene Ryu (Gene.ryu@klgates.com)
5 Penny Chen (Penny.chen@klgates.com)
6 K&L Gates LLP
7 10100 Santa Monica Blvd., 8th Floor
8 Los Angeles, California 90067
9 Tel: (310) 552-5035 / Fax: (310) 552-5001

10 **CONSTRUCTION**

11 99. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement
12 are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation
13 of Settlement shall not be construed in favor of or against any Party by reason of the extent to which
14 any Party or their counsel participated in the drafting of this Stipulation of Settlement.

15 **CAPTIONS AND INTERPRETATIONS**

16 100. Paragraph titles or captions contained herein are inserted as a matter of convenience
17 and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of
18 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
19 merely a recital.

20 **MODIFICATION**

21 101. Prior to the filing of the Motion for Preliminary Approval, this Stipulation of Settlement
22 may not be changed, altered, or modified, except in writing and signed by counsel for the Parties.
23 After the filing of the Motion for Preliminary Approval, this Stipulation of Settlement may not be
24 changed, altered, or modified, except in writing and signed by counsel for the Parties and approved by
25 the Court.

26 **INTEGRATION CLAUSE**

27 102. This Stipulation of Settlement and the Exhibit attached hereto and incorporated herein
28 by reference contain the entire agreement between the Parties relating to the settlement and transaction
contemplated hereby, and all prior or contemporaneous agreements, understandings, representations,

1 and statements, whether oral or written and whether by a Party or such Party's legal counsel, are
2 merged herein. No rights hereunder may be waived except in writing.

3
4
5 **BINDING ON ASSIGNS**

6 103. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
7 Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

8 **CLASS MEMBER SIGNATORIES**

9 104. It is agreed that because the Class Members are so numerous, it is impossible or
10 impractical to have each Class Member execute this Stipulation of Settlement. The Notice, Exhibit
11 "A" hereto, will advise the Class Members of the binding nature of the Class Settlement, and the
12 release of the Released Class Claims shall have the same force and effect as if this Stipulation of
13 Settlement were executed by each Settlement Class Member.

14 **COUNTERPARTS**

15 105. This Stipulation of Settlement may be executed in counterparts and by facsimile
16 signatures, and when each Party has signed and delivered at least one such counterpart, each
17 counterpart shall be deemed an original and, when taken together with other signed counterparts, shall
18 constitute one Stipulation of Settlement binding upon and effective as to all parties.

19 **FINAL APPROVAL ORDER AND JUDGMENT**

20 106. The Parties shall provide the Settlement Administrator with a copy of the Final
21 Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall
22 post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No
23 individualized notice of the Final Approval Order and Judgment to the Class will be required.

1 **IN WITNESS HEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action and PAGA Settlement Agreement and Release between Plaintiff and
3 Defendant as of the date(s) set forth below:

4
5 Dated: 04/23/2024, 2024

Electronically Signed: 2024-04-24 00:09:48 UTC - 172.56.139.41
Ashley Dennis
Hintex AssureSign® d20b09d5-d470-4b72-aec9-b15b017ed741

Ashley Dennis
Plaintiff and Class and PAGA Representative

8
9 4/24/2024
10 Dated: _____, 2024

DocuSigned by:
Becky Hlebasko
9345E57E20464FB...
Rebecca Hlebasko, Senior Vice President
& General Counsel
Defendant Bridge Property Management Company

11
12
13
14
15 Dated: April 23, 2024

APPROVED AS TO FORM AND CONTENT:


Arby Aiwazian
Joanna Ghosh
Vartan Madoyan

Counsel for Plaintiff and Proposed Class Counsel

16
17
18
19 Dated: April 24, 2024


Eugene Ryu
Penny Chen
Counsel for Defendant
Bridge Property Management Company

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.**