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

JOHNNY RIVAS, individually and on behalf of
others similarly situated and on behalf of other
aggrieved employees,

Plaintiff,

vs.

BUCKINGHAM PROPERTY MANAGEMENT,
a California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23CU0355

Honorable Jennifer Giuliani
Department 1

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES, ATTORNEYS'
EXPENSES, SERVICE AWARD, AND
ADMINISTRATION EXPENSES**

Date: April 30, 2026
Time: 8:15 a.m.
Dept: 1

Complaint Filed: September 15, 2023
FAC Filed: October 30, 2023
SAC Filed: June 11, 2025
Trial Date: Not Set

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1 7. On January 9, 2024, Plaintiff responded to Defendant’s first set of written formal
2 discovery.

3 8. On August 15, 2024, Plaintiff and Defendant (together, the “Parties”) participated in a
4 formal mediation conducted by Eve Wagner, Esq. (“Mediator”), a neutral and respected mediator with
5 extensive experience in complex wage and hour matters, which did not result in a settlement.

6 9. On August 16, 2024, Defendant propounded additional and repeated written formal
7 discovery onto Plaintiff (specifically, Form Interrogatories – General (Set One), Form Interrogatories
8 – Employment Law (Set One), Request for Admission (Set One), and Request for Production of
9 Documents (Set One)), and noticed the deposition of Plaintiff.

10 10. On September 24, 2024, Defendant served responses to Plaintiff’s first set of written
11 formal discovery.

12 11. On September 25, 2024, Plaintiff responded to Defendant’s second set of written
13 formal discovery.

14 12. On September 30, 2024, Plaintiff propounded additional written formal discovery onto
15 Defendant (specifically, Form Interrogatories – General (Set Two), Special Interrogatories (Set Two),
16 Requests for Admission (Set Two), and Requests for Production of Documents (Set Two)). On
17 October 2, 2024, Plaintiff served an objection to Defendant’s deposition notice.

18 13. On January 13, 2025, with the assistance of the Mediator, the Parties were able to reach
19 an agreement to resolve this dispute on a class and representative basis. The Parties then worked
20 diligently to negotiate and memorialize the terms in a long-form settlement agreement.

21 14. On June 11, 2025, Plaintiff filed a Second Amended Class Action Complaint for
22 Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code
23 §§ 2698 Et Seq. (“Operative Complaint”) in the Action, which added causes of action for failure to
24 provide records in violation of California Labor Code Section 226, 432, and 1198.5, failure to pay
25 minimum wage in violation of the Fair Labor Standards Act (29 U.S. Code Section 206), and failure
26 to pay overtime in violation of Fair Labor Standards Act (29 U.S. Code Section 207). The Operative
27 Complaint alleges thirteen (13) causes of action for violations of the California Labor Code for failure
28 to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and

premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, failure to reimburse necessary business expenses, and failure to produce requested employment records, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, for civil penalties under PAGA based on the aforementioned California Labor Code violations, and for violation of the Fair Labor Standards Act for unpaid minimum wages and unpaid overtime.

15. On October 14, 2025, the Parties executed the Stipulation of Class and PAGA Settlement and Release of Claims (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

16. On October 14, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On January 22, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Notice Packet”), and the proposed administration procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

Summary of the Terms of the Settlement Agreement

17. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All current and former non-exempt employees who worked for Defendant in California at any time during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from July 31, 2020 through November 5, 2025. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Members” consist of “all current and former non-exempt employees who worked for Defendant in California any time during the PAGA Period.” The “PAGA Period” is defined as the period from August 25, 2022 through November 5, 2025.

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1 18. Based on the data provided by Defendant following preliminary approval and for
2 purposes of administration of the Notice Packet, I am informed that there are 645 Settlement Class
3 Members who worked 53,709.4 weeks for Defendant in California during the Class Period
4 (“Workweeks”) and 305 PAGA Members who worked 6,968 pay periods for Defendant in California
5 during the PAGA Period (“PAGA Pay Periods”).

6 19. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
7 Complaint for a non-reversionary escalated Gross Settlement Amount of Three Hundred Thirty-Six
8 Thousand Nine Hundred Ninety-Three Dollars and Zero Cents (\$336,993.00), which is exclusive of
9 employer-side payroll taxes. The escalated Gross Settlement Amount includes: (1) Class Counsel’s
10 fees in the amount of thirty-five percent (35%) of the escalated Gross Settlement Amount, equaling
11 One Hundred Seventeen Thousand Nine Hundred Forty-Seven Dollars and Fifty-Five Cents
12 (\$117,947.55); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Twenty-Two
13 Thousand One Hundred Sixty-Five Dollars and Forty Cents (\$22,165.40); (3) Administration
14 Expenses in the amount Eight Thousand Four Hundred Fifty Dollars and Zero Cents (\$8,450.00); (4)
15 Service Award in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA
16 Payment in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). After the above
17 Court-approved amounts are deducted from the escalated Gross Settlement Amount, the Settlement
18 Class Members will share in a Net Settlement Amount of approximately One Hundred Sixty-Eight
19 Thousand Four Hundred Thirty Dollars and Five Cents (\$168,430.05).

20 20. The Settlement does not require Settlement Class Members to submit claims as a
21 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
22 Payment”) nor does it require PAGA Members to submit claims as a prerequisite to receiving their
23 *pro rata* share of twenty-five percent (25%) of the PAGA Payment (“Individual PAGA Payment”).
24 Individual Settlement Payments are calculated by the Settlement Administrator by dividing the Net
25 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
26 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks
27 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
28 Administrator by dividing the amount of the PAGA Members’ twenty-five percent (25%) share of the

PAGA Payment (\$3,750.00) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and multiplying the result by each PAGA Members's PAGA Pay Periods worked during the PAGA Period.

21. I am aware from my review of the information provided by the Settlement Administrator that the estimated average gross Individual Settlement Payment is \$255.19, the estimated highest gross Individual Settlement Payment is \$841.53, and the estimated lowest gross Individual Settlement Payment is \$1.84; the estimated average Individual PAGA Payment is \$12.30, the estimated highest Individual PAGA Payment is \$44.88, and the estimated lowest Individual PAGA Payment is \$0.54.

22. Each Individual Settlement Payment will be allocated as ten percent (10%) for alleged unpaid wages and ninety percent (90%) as alleged unpaid interest, penalties, and non-wage damages. The portion allocated to wages ("Wage Portion") of the Individual Settlement Payments shall be reported on an IRS Form W-2 and the portions allocated to interest, penalties, and non-wage damages ("Non-Wage Portion") will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Payments, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Payment. The employer's share of taxes and contributions in connection with the Wage Portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the escalated Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

23. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member and their respective share.

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1 28. Although the investigation and information discovered supports Plaintiff's contentions,
2 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
3 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
4 the Settlement.

5 29. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
6 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
7 inherent in such litigation, including those involved in class and/or representative adjudication.
8 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
9 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
10 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
11 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

12 30. Defendant denied and continues to deny any liability and wrongdoing of any kind
13 associated with the claims alleged in the Action, and further denies that class certification is
14 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
15 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
16 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
17 individual issues would predominate should this case go to trial. As with all class actions, these
18 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
19 that the Court may deny class certification.

20 31. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
21 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
22 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
23 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
24 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
25 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
26 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
27 employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would
28 substantially delay any recovery by the Class.

32. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Members, and the State of California, and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Attorneys' Fees and Attorneys' Expenses

33. Class Counsel seeks thirty-five percent (35%) of the escalated Gross Settlement Amount (i.e., \$117,947.55) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Twenty-Two Thousand One Hundred Sixty-Five Dollars and Forty Cents (\$22,165.40). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees, Attorneys' Expenses, Service Award, and Administration Expenses ("Motion for Final Approval") filed concurrently herewith.

34. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter has translated into tangible monetary benefits for the Settlement Class Members, the State of California, and the PAGA Members as follows: (1) Settlement Class Members, the State of California, and the PAGA Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Action progressed through trial and/or appeals.

35. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a

1 favorable result for the Class, the State of California, and the PAGA Members. Considering the
2 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
3 similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of
4 the escalated Gross Settlement Amount (i.e., \$117,947.55) are reasonable and should be awarded.

5 36. Blackstone was started in February 2018, representing plaintiffs in individual and
6 representative employment litigation. The firm has grown exponentially over the past eight-plus years,
7 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
8 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
9 on other complex general litigation matters. Blackstone has been counsel of record on several class
10 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
11 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
12 matters as follows:

13 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
14 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
15 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
16 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
17 associate and remained employed there from September 2008 through August 2015. During his
18 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
19 employment, corporate, entertainment, and general business litigation matters, though his primary area
20 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
21 those cases, he was the only or primary attorney managing the case and thus obtained extensive
22 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
23 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
24 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
25 motions and pleadings, including dispositive and certification motions; strategized on all cases;
26 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
27 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
28 other intricate facets of litigation. During that time, he represented a wide range of clients from sole

1 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
2 the cases he managed were highly publicized, with articles written about them in the Los Angeles
3 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
4 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
5 which is well within the prevailing rate for attorneys with his experience in this area of practice in
6 Southern California.

7 b. Miriam L. Schimmel is a 29-year litigator who joined Blackstone in June 2022,
8 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
9 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
10 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
11 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
12 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
13 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
14 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
15 class actions and representative actions pursuant to PAGA, as well as individual actions based on
16 violations of the Fair Employment and Housing Act (“FEHA”). Approximately 75% of her work in
17 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
18 employers/businesses. On many of those cases, she was the senior lead attorney managing the
19 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
20 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
21 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
22 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
23 strategized on all cases; participated in and directed communication with class members; attended
24 hearings; led and participated in mediations; coordinated with class action administrators; prepared
25 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
26 complex, and appellate courts. Her billable rate is \$1,075, which is well within the prevailing rate for
27 attorneys with her experience in this area of practice in Southern California.

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1 c. Joana Fang is a highly skilled nine-year lawyer who is part of the team at Blackstone
2 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
3 University of California, Berkeley where she was a double major in Legal Studies and Media Studies.
4 Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as
5 well as catastrophic injury complex litigation. She is admitted to the State of California, all federal
6 district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently
7 recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of \$750 is
8 reasonable based on her education and experience and is in line with the market rate.

9 d. I joined Blackstone from a highly reputable employment law firm. I graduated from
10 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
11 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
12 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
13 licensed in all federal district courts of California. I have worked on many wage and hour class action
14 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
15 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
16 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court
17 appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and
18 handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that
19 are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is
20 in line with the market rate.

21 e. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm.
22 He graduated from New York University with a Bachelor of Arts degree in 2009 and from University
23 of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at
24 USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the
25 top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his
26 admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both
27 individual and class action cases. He was most recently recognized as a 2025 Southern California
28 Rising Star by Super Lawyers. His hourly rate of \$675 is reasonable based on his education and

experience and is in line with the market rate.

37. Class Counsel has spent approximately 346.30 total hours litigating this matter. To date, our total fees incurred amount to \$309,349. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, formal and informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by negotiating the settlement documents and drafting the motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	31.20	\$1,295	\$40,404
Miriam L. Schimmel	Senior Counsel	120.40	\$1,075	\$129,430
Joana Fang	Senior Associate	72.30	\$750	\$54,225
Alexandra Rose	Senior Associate	35.60	\$750	\$26,700
Jared C. Osborne	Senior Associate	86.80	\$675	\$58,590

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38. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$316,849.

39. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00). Class Counsel seeks reimbursement of a total of Twenty-Two Thousand One Hundred Sixty-Five Dollars and Forty Cents (\$22,165.40) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

40. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Packet provided to the Class Members.

Service Award

41. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Service Award in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff. The requested Service Award is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Johnny Rivas submitted herewith details his work and efforts in bringing and litigating this matter through resolution and supports the requested Service Award. The requested Service Award was also disclosed in the Notice Packet provided to the Class Members.

Administration Expenses

42. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Administration Expenses not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is Eight Thousand Four Hundred Fifty Dollars and Zero Cents (\$8,450.00).

Allocation to the LDWA

43. As part of the Settlement, Defendant has agreed to pay Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to settle the claims of the PAGA Members brought pursuant to PAGA, of which the payment of Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) (75% of the PAGA Payment) will be paid to the LDWA for education and enforcement purposes.

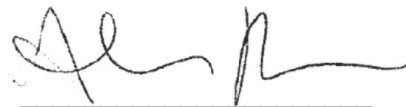
44. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

45. The Notice Packet approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the escalated Gross Settlement Amount, the proposed method for distribution of the escalated Gross Settlement Amount, the amounts proposed to be paid as the Service Award to Plaintiff, the Administration Expenses to the Settlement Administrator, and the Attorneys’ Fees and Attorneys’ Expenses to Class Counsel. The

1 Notice Packet described the proposed Settlement with enough specificity to allow each Class Member
2 to make an informed choice whether to accept and participate in it. It also explained how and when
3 Class Members may object to or opt out of the Class Settlement. Finally, the Notice Packet provided
4 the date and time of the hearing on final approval of the Settlement and informed Class Members how
5 to obtain additional information about the Settlement.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed on April 6, 2026, at Jersey City, New Jersey.

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EXHIBIT 1

STIPULATION OF CLASS AND PAGA SETTLEMENT AND RELEASE OF CLAIMS

This Stipulation of Class and PAGA Settlement and Release of Claims is entered into by and between Plaintiff JOHNNY RIVAS (hereinafter “Plaintiff”), on behalf of himself and on behalf of all persons similarly situated, and Defendant BUCKINGHAM PROPERTY MANAGEMENT (hereinafter, “Defendant”):

I. DEFINITIONS

A. “Action” means the putative class and representative PAGA action lawsuit designated *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court Case No. 23CU0355, originally filed September 15, 2023.

B. “Administration Expenses” means the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$10,000.00.

C. “Agreement” or “Settlement Agreement” means this Stipulation of Class and PAGA Settlement and Release of Claims.

D. “Attorneys’ Expenses” means the reimbursement of costs and expenses that the Court authorizes to be paid to Class Counsel from the Gross Settlement Amount for the costs and expenses they have incurred of up to \$26,000.00.

E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Action, not to exceed 35% of the Gross Settlement Amount currently estimated to be \$105,000.00 out of \$300,000.00.

F. “Class” or the “Class Member(s)” means all current and former non-exempt employees who worked for Defendant in California any time during the Class Period.

G. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC.

H. “Class Data” means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be

formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last-known address; Social Security Number; and dates worked during the Class Period.

I. "Class Period" means July 31, 2020 through November 5, 2025.

J. "Class Settlement" means the settlement and resolution of all Released Class Claims.

K. "Class Representative" or "Plaintiff" means Johnny Rivas.

L. "Court" means the Superior Court for the State of California, County of Kings, currently presiding over the Action.

M. "Defendant" means Buckingham Property Management.

N. "Dispute" means a letter submitted by a Class Member disputing the number of Workweeks and/or PAGA Pay Periods to which they have been credited, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, and telephone number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Class Member at the specified address, postmarked on or before the Response Deadline.

O. "Effective Date" means the earliest date, upon which one of the following have occurred: (i) if there is no objection to the Class Settlement, the date of the Court's entry of the Final Approval Order and Judgment, (ii) if there is an objection to the Class Settlement, then the earlier of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the Final Approval Order or Judgment, i.e., sixty-six (66) days after the entry of the Final Approval Order and Judgment; (b) final affirmance of the Final Approval Order and Judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the Final Approval Order and Judgment is no longer subject to further judicial review.

P. "Final Approval Order and Judgment" means the order granting final approval of the Settlement and entering judgment thereon.

Q. “Funding Date” means the date by which Buckingham pays the Gross Settlement Amount and employer side payroll taxes to the Settlement Administrator in accordance with the terms of this Agreement.

R. “Gross Settlement Amount” means Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) that Buckingham must pay into the QSF in connection with the Settlement, inclusive of the sum of the Individual Settlement Payments, Administration Expenses, Attorneys’ Fees, Attorneys’ Expenses, Service Award, and the PAGA Payment. The Gross Settlement Amount is exclusive of the employer’s share of payroll taxes, if any, triggered by any payment under the Settlement.

S. “Individual PAGA Payment” means the *pro rata* amount payable from the PAGA Member Amount to each PAGA Member.

T. “Individual Settlement Payment” means the *pro rata* amount payable from the Net Settlement Amount to each Settlement Class Member.

U. “Net Settlement Amount” means the Gross Settlement Amount less the Attorneys’ Fees, Attorneys’ Expenses, Service Award, PAGA Payment, and Administration Expenses.

V. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, and telephone 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, postmarked on or before the Response Deadline.

W. “Notice Packet” means the Notice of Class Action Settlement to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

X. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

Y. “PAGA Member(s)” means all current and former non-exempt employees who worked for Defendant in California any time during the PAGA Period.

Z. “PAGA Notice” means Plaintiff’s August 25, 2023 letter to the LWDA and Defendant.

AA. “PAGA Pay Period(s)” means the number of pay periods that each PAGA Member worked for Defendant in California during the PAGA Period.

BB. “PAGA Period” means the period August 25, 2022 through November 5, 2025.

CC. “PAGA Payment” means Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the PAGA Members (“PAGA Member Payment”) and 75% of the payment going to the Labor and Workforce Development Agency (“LWDA Payment”). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Settlement will not constitute grounds by either Party to void this Agreement, so long as the Gross Settlement Amount remains the same.

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

EE. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either Plaintiff or Defendant, individually.

FF. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

GG. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement.

HH. “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

II. “Released Class Claims” means all class claims alleged in the Operative Complaint, or which could have been alleged in the Operative Complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for

vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside the Class Period. The Released Claims specifically include, but are not limited to, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 432, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198.5, 2800 and 2802, the related IWC Wage Order No. 1-2001, California Business & Professions Code §§ 17200, *et seq.* claims (based on alleged violations of these California Labor Code and Wage Order provisions), Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207, and all other claims, such as those under the California Labor Code, IWC Wage Orders, regulations, and/or other provisions of law, that could have been plead based on the facts asserted in the Operative Complaint, including: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Pay Wages Due Upon Separation; (8) Failure to Reimburse Business Expenses; (9) Failure to Provide Records; (9) Violation of Bus. & Prof. Code Section 17200; and (10) all interest, fees, and costs in connection therewith. The Released Class Claims expressly exclude claims for PAGA penalties.

JJ. "Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint and PAGA Notice, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The Released PAGA Claims includes claims for PAGA penalties based on California Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders.

KK. "Released Parties" means Defendant and its current and former partners, subsidiaries, owners, shareholders, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past or present officers, directors, and exempt employees) predecessors, successors, and assigns.

LL. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, and telephone number; and (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

MM. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit Requests for Exclusion, Notices of Objection, or Disputes, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open.

NN. “Service Award” means an award in the amount of \$5,000 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his Individual PAGA Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

OO. “Settlement” means the disposition of the Action pursuant to this Agreement.

PP. “Settlement Administrator” means ILYM Group, Inc. 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.

QQ. “Settlement Class Member(s)” or “Settlement Class” means all Class Members who have not submitted a timely and valid Request for Exclusion.

RR. “Workweeks” means the number of weeks that each Class Member worked for Defendant in California during the Class Period.

II. RECITALS

A. On August 25, 2023, Plaintiff submitted the PAGA Notice.

B. On September 15, 2023, Plaintiff filed a Class Action Complaint for Damages, which alleged claims for: (1) Failure to Pay Minimum Wages in Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 and 1198; (3) Failure to Provide Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512(a) (and the Applicable IWC Wage Order); (4) Failure to Permit Rest Breaks in Violation of Cal. Lab. Code § 226.7 (and the Applicable IWC Wage Order); (5) Failure to Timely Pay Wages During Employment in Violation of Cal. Lab. Code §§ 204 and 210 (and the Applicable IWC Wage Order); (6) Failure to Provide Accurate Wage Statements in Violation Cal. Lab. Code § 226(a); (7) Failure to Pay Wages Due Upon Separation in Violation of Cal. Lab. Code §§ 201, 202, and 203; (8) Failure to Reimburse Employees for Required Business Expenses in Violation of Cal. Lab Code §§ 2800 and 2802; and (9) Violation of Cal. Business & Professions Code § 17200, et seq.

C. On October 30, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq., which added a cause of action under PAGA.

C. Pursuant to the terms of this agreement, Plaintiff agrees to file a Second Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. (“Operative Complaint”), which Defendant will stipulate to and not oppose, to allege claims for:

10. Failure to Provide Records in Violation of Cal. Lab. Code §§ 226, 432, and 1198.5;
11. Failure to Pay Minimum Wage in Violation of the Fair Labor Standards Act (29 U.S. Code § 206; and
12. Failure to Pay Overtime in Violation of the Fair Labor Standards Act (29 U.S. Code § 207).

E. The Class Representative believes he has claims based on alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and the Action is manageable as a PAGA representative action.

F. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

G. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant is agreeing to the Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

H. On August 15, 2024, the Parties participated in mediation with Eve Wagner, Esq., an experienced mediator of wage and hour class and PAGA actions. Although the mediation did not conclude with a settlement, the Parties continued negotiations through Ms. Wagner, and mutually accepted a mediator's proposal on January 13, 2025.

I. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission

by Defendant that the claims in the Action of Plaintiff or the Class Members have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

J. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

K. The Parties agree to certification of the Class for purposes of the Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the Released Class Claims and Released PAGA Claims, Defendant shall pay a Gross Settlement Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), which shall be inclusive of the following: the sum of the Individual Settlement Payments, Service Award, Attorneys' Fees, Attorneys' Expenses, PAGA Payment, and Administration Expenses, as specified in this Agreement. The Parties agree that this is a non-reversionary settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than Defendant's share of employer payroll taxes and/or pursuant to Paragraph III.A.3 below, Defendant shall not be required to pay more than the Gross Settlement Amount.

2. Payment of the Settlement Amount. Defendant shall fund the Gross Settlement Amount and Defendant's share of employer side payroll taxes within thirty (30) calendar days after the Effective Date by transferring the funds via wire transfer to the Settlement Administrator. If

Defendant fails to comply with the funding obligations set forth in this Paragraph, Plaintiff shall retain the right to seek Court assistance in enforcing this Agreement, and the releases in the Settlement Agreement will be suspended until the Gross Settlement Amount is fully funded.

3. Class Size. Defendant represents that the Class was comprised of 506 individuals who collectively worked approximately 44,000 workweeks from July 30, 2020 through August 15, 2024. Should the actual number of Workweeks worked by the Class Members during the Class Period exceed 10% (i.e., 48,400), the Gross Settlement Amount will increase on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%.

4. Share of Payroll Taxes. Defendant's share of employer side payroll taxes are in addition to the Gross Settlement Amount and shall be funded separately from the Gross Settlement Amount.

B. Release by Settlement Class Members. As of the Effective Date, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims, except that only those Settlement Class Members who cash or deposit their Individual Settlement Payment check shall be deemed to opt-in to the settlement and release of the Released Class Claims that arise under the FLSA.

C. Release by the PAGA Members. As of the Effective Date, the Plaintiff acting on behalf of the LWDA and the State of California, releases the Released Parties from the Released PAGA Claims.

D. Conditions Precedent. This Settlement will become final and effective only upon the occurrence of all of the following events:

1. Plaintiff filed the Operative Complaint.
2. The Court enters the Preliminary Approval Order;
3. The Court enters the Final Approval Order and Judgment;
4. The occurrence of Effective Date; and
5. Defendant fully funds the Gross Settlement Amount.

E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendant fails to fully fund the Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
3. None of the Parties to this Agreement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification; and
4. Defendant will bear only its share of the already-accrued costs of the Settlement Administrator.

F. Termination. Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the date the Court enters the Final Approval Order and Judgment if 10% or more of Class Members submit timely and valid Requests for Exclusion. Defendant must make such election in writing that is provided to Class Counsel within five (5) business days of being notified by the Settlement Administrator of a 10% or greater opt-out rate. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

G. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that the Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released

Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive, or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or PAGA Members are not relying on any statement or representation by the Parties in this regard. Class Members and/or PAGA Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Individual PAGA Payments.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. Within sixty (60) calendar days of execution of this Agreement or as soon as reasonably possible, Class Counsel shall draft and file with the Court a motion for preliminary approval and supporting papers, which shall include this Settlement Agreement. Class Counsel will provide Defendant's counsel with a draft of the motion at least five (5) business days prior to the filing of the motion to give Defendant an opportunity to propose changes or additions to the motion.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing, and mailing payments to the Class Representative, Class Counsel, LWDA, Settlement Class Members, and PAGA Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the Requests for Exclusion, Notices of Objection, and Disputes; calculating, deducting, and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and the Non-Wage Portion of the Individual Settlement Payments and/or Individual PAGA Payments; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of the Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, and the number of Requests for Exclusion, Notices of Objection, and Disputes received. Additionally, the Settlement Administrator will immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class.

L. Notice Procedure.

1. Class Data. No later than fourteen (14) calendar days after Preliminary Approval, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice Packet shall inform Class Members and PAGA Members that they need not do anything in order to receive an Individual Settlement Payment and/or Individual PAGA Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Individual PAGA Payments will be mailed following the Funding Date. The Notice Packet shall set forth the Released Class Claims and Released PAGA Claims, the number of Workweeks worked by each Class Member during the Class Period, the number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment and Individual PAGA Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Members' PAGA Pay Periods. The Notice Packet will also advise the PAGA Members that they will be bound by the PAGA Settlement and will still receive their Individual PAGA Payment regardless of whether they request to be excluded from the Class Settlement.

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than seven (7) calendar days after receipt of the Class Data, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address, and/or Social Security number of the Class Member involved, and shall then

perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendant, are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address, and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) calendar days from the original Response Deadline.

5. Disputes Regarding Workweeks and/or PAGA Pay Periods. The Notice Packet shall state that Class Members who wish to dispute their Workweeks and/or PAGA Pay Periods must submit a Dispute to the Settlement Administrator by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

6. Requests for Exclusion. The Notice Packet shall state that Class Members who wish to exclude themselves from the Class Settlement must submit a Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member

who submits a timely Request for Exclusion shall be excluded from the Class Settlement, will not be entitled to an Individual Settlement Payment, and will not be otherwise bound by the terms of the Class Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also a PAGA Member will still receive their Individual PAGA Payment, as specified below, and in consideration, will be bound by the PAGA Settlement. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have submitted valid and timely Requests for Exclusion.

7. Notices of Objection. The Notice Packet shall state that Settlement Class Members who wish to object to the Class Settlement may submit to the Settlement Administrator a Notice of Objection by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. Settlement Class Members who do not submit a Notice of Objection may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Class Settlement or appeal from the Final Approval Order and Judgment. Class Members who submit a written Request for Exclusion may not object to the Class Settlement. Class Members may not object to the PAGA Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Settlement Class Members who have submitted valid and timely Notices of Objection.

M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay the Gross Settlement Amount plus any employer's share of payroll taxes as mandated by law within the time specified hereinabove.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. The Net Settlement Amount will be divided by the number of Workweeks worked by all Class Members, resulting in a "Payment Ratio". The Payment Ratio will then be multiplied by each Class Member's individual number of Workweeks to yield that Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely Requests for Exclusion will be redistributed to the Net Settlement Amount.

2. Calculation of Individual PAGA Payments to the PAGA Members. The PAGA Member Amount will be divided by the number of PAGA Pay Periods worked by all PAGA Members, resulting in A "PAGA Payment Ratio". The PAGA Payment Ratio will then be multiplied by each PAGA Member's individual number of PAGA Pay Periods to yield that PAGA Member's estimated Individual PAGA Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be apportioned as follows: 10% as payment for alleged unpaid wages, 90% as alleged unpaid interest, penalties, and non-wage damages. The portions allocated to wages ("Wage Portion") of the Individual Settlement Payments shall be reported on IRS Form W-2 and the portions allocated to interest, penalties, and non-wage damages ("Non-Wage Portion") of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement. Plaintiff and each Settlement Class Member bear the full responsibility for payment of any taxes or withholding that are found to be owed from their Individual Settlement Payment.

4. Allocation of Individual PAGA Payments. For tax purposes, Individual PAGA Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099. Payroll

tax withholdings and deductions will not be withheld from these Individual PAGA Payments. Plaintiff and each PAGA Member bear the full responsibility for payment of any taxes or withholding that are found to be owed from the Individual PAGA Payments.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and Individual PAGA Payments made to Settlement Class Members and/or PAGA Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and Individual PAGA Payments provided for in this Settlement Agreement are the sole payments to be made by Defendant to Settlement Class Members and/or PAGA Members in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or the Individual PAGA Payments.

7. Mailing. Individual Settlement Payments and Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or PAGA Members' last known mailing address no later than ten (10) business days after the Funding Date. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. The Settlement Administrator shall include on the memo line of Individual Settlement

Payment checks: “By cashing this check, I am opting into the FLSA release in the matter of *Johhny Rivas v. Buckingham Property Management*, Kings County Superior Court Case No. 23CU0355.”

8. Expiration. Any checks issued to Settlement Class Members and PAGA Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance, and thereafter, shall be canceled. All funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted by the Settlement Administrator to the State of California Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member and their respective share.

9. Service Award. In addition to the Individual Settlement Payment and Individual PAGA Payment to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$5,000.00, as the Service Award. Defendant will not oppose a Service Award of not more than \$5,000.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than ten (10) business days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Attorneys’ Fees and Attorneys’ Expenses. Class Counsel will apply to the Court for the Attorneys’ Fees, not to exceed 35% of the Gross Settlement Amount (currently estimated to be \$105,000.00) and Attorneys’ Expenses, not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$25,000.00). Any awarded Attorneys’ Fees and Attorneys’ Expenses shall be paid from the

Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees and Attorneys' Expenses to Class Counsel from the Gross Settlement Amount no later than ten (10) business days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Attorneys' Fees or Attorneys' Expenses, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Fifteen Thousand Dollars and Zero Cents (\$15,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (i.e., the PAGA Payment). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$11,250,000) to the LWDA no later than ten (10) business days after the Funding Date (i.e., LWDA Payment). Twenty-five percent (25%) of the PAGA Payment (\$3,750) will be distributed to the PAGA Members as described in this Agreement (i.e., PAGA Member Payment).

12. Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is \$10,000.00. The Settlement Administrator shall be paid the Administration Expenses no later than ten (10) business days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a motion for final approval by the deadline set by the Court, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees, the Attorneys' Expenses, the PAGA Payment, and the Administration Expenses. The Parties agree that the proposed Final Approval Order and Judgment submitted to the Court in

connection with the motion for final approval shall include language entering judgment, subject to Court approval. Plaintiff will provide Defendant's counsel with a draft of the motion at least five (5) business days prior to the filing of the motion to give Defendant an opportunity to propose changes or additions to the motion.

1. Declaration by Settlement Administrator. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of the Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely and valid Requests for Exclusion, Notices of Objections, and Disputes received, the amounts of the highest, average, and lowest Individual Settlement Payments and Individual PAGA Payments, the Settlement Administrator's actual expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present the Final Approval Order and Judgment to the Court for its approval at the time Class Counsel files the motion for final approval.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the motions for preliminary and final approval, including the Final Approval Order and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to obtain the Court's approval of the motions for preliminary and final approval of the Settlement, and entry of the Final Approval Order and Judgment.

O. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel:
Miriam L. Schimmel
mschimmel@blackstonepc.com

Joana Fang
Jfang@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
Jared C. Osborne
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:
Mollie M. Burks
mburks@grsm.com
Sat Sang S. Khalsa
skhalsa@grsm.com
GORDON REES SCULLY MANSUKHANI LLP
100 PRINGLE AVENUE, SUITE 300
WALNUT CREEK, CA 94596

P. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to finalize the Settlement, and to use any other efforts that may be necessary by order of the Court, or otherwise, to effectuate the Settlement.

Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

R. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, and approved by the Court.

S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties, and covenants contained and memorialized in this Agreement and its Exhibit.

T. Notice of Settlement to the LWDA. Plaintiff is responsible for submitting this Settlement Agreement with the LWDA.

U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Agreement to a third-party.

V. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this Agreement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the motion for preliminary approval is filed. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

W. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

Y. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same

instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Z. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe the Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at the Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement and all orders and judgments entered in connection with this Agreement.

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

CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of the Settlement only.

DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

EE. Attorneys' Fees and Costs. In the event of any default or breach of this Settlement Agreement by the Defendant, the Class Members, individually or collectively, and the Plaintiff, may bring an action to enforce the terms of this Settlement Agreement. If the Class Members or

the Plaintiff prevail in such an enforcement action, they shall be entitled to recover their reasonable attorneys' fees and costs incurred in bringing and prosecuting the enforcement action.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 10/13/2025



Johnny Rivas

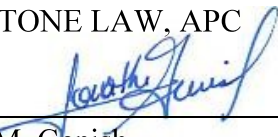
IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

Rosemary Lynch, Chief Executive Officer
Buckingham Property Management

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 10/13/2025

BLACKSTONE LAW, APC
By: 

Jonathan M. Genish
Attorneys for Plaintiff and the Class

DATED: _____

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Mollie M. Burks
Sat Sang S. Khalsa
Attorneys for Defendant
Buckingham Property Management

the Plaintiff prevail in such an enforcement action, they shall be entitled to recover their reasonable attorneys' fees and costs incurred in bringing and prosecuting the enforcement action.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

Johnny Rivas

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: **10-14-2025** _____



Rosemary Lynch, Chief Executive Officer
Buckingham Property Management

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

BLACKSTONE LAW, APC

By: _____
Jonathan M. Genish
Attorneys for Plaintiff and the Class

DATED: October 14, 2025

GORDON REES SCULLY MANSUKHANI, LLP

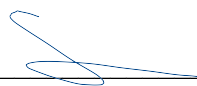
By:  _____
Mollie M. Burks
Sat Sang S. Khalsa
Attorneys for Defendant
Buckingham Property Management

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Johnny Rivas v. Buckingham Property Management **Superior Court of California for the County of Kings, Case No. 23CU0355**

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 and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Johnny Rivas ("Plaintiff") and Defendant Buckingham Property Management ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355 ("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" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendant in California any time during the Class Period.

"Class Period" means the period from July 31, 2020 through November 5, 2025

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Member(s)" means all current and former non-exempt employees who worked for Defendant in California any time during the PAGA Period.

"PAGA Period" means the period from August 25, 2022 through November 5, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On August 25, 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 ("PAGA Notice"). On September 15, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On October 30, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. in the Action. On June 11, 2025, Plaintiff filed a Second Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, 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, reimburse business expenses, and produce requested employment records, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff also contends that Defendant failed to properly pay minimum and overtime wages pursuant to the Fair Labor Standards Act ("FLSA"). 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.

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 a Stipulation of Class and PAGA Settlement and Release of Claims (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Johnny Rivas as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not 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 and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, 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 Members 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 Members. 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 the Class Members, the State of California, and PAGA Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount 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 Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees, in an amount not to exceed thirty-five percent (35) of the Gross Settlement Amount (i.e., \$105,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) to Class Counsel; (2) Service Award in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his services in the Action; (3) the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Payment”), of which the LWDA will be paid 75% (\$10,000.00) (“LWDA Payment”) and the remaining 25% (\$5,000.00) will be distributed to PAGA Members (“PAGA Member Payment”); and (4) Administration Expenses in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) 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 Payment”) based on the number of weeks that each Class Member worked for Defendant in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks worked by all Class Members, resulting in a “Payment Ratio”. The Payment Ratio was then multiplied by each Class Member’s individual number of Workweeks to yield the Class Member’s Individual Settlement

Payment (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 their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment 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 Payments resulting in a net payment to the Settlement Class Member. The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Payment (“Individual PAGA Payment”) based on the number of pay periods that each PAGA Member worked for Defendant in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Member Payment, i.e., 25% of the PAGA Payment, by the number of PAGA Pay Periods worked by all PAGA Members, resulting in a “PAGA Payment Ration”. The PAGA Payment Ratio was then multiplied by each PAGA Member’s individual number of PAGA Pay Periods to yield the PAGA Member’s Individual PAGA Payment.

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).

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 Members 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 and PAGA Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From July 31, 2020 through November 5, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 25, 2022 through November 5, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Rivas v. Buckingham Property Management*, Case No. 23CU0355); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment 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 Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

As of the Effective Date, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims, except that only those Settlement Class Members who cash or deposit their Individual Settlement Payment check shall be deemed to opt-in to the settlement and release of the Released Class Claims that arise under the FLSA.

As of the Effective Date, the Plaintiff acting on behalf of the LWDA and the State of California, releases the Released Parties from the Released PAGA Claims.

“Released Class Claims” means all class claims alleged in the Operative Complaint, or which could have been alleged in the Operative Complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside the Class Period. The Released Claims specifically include, but are not limited to, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 432, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198.5, 2800 and 2802, the related IWC Wage Order No. 1-2001, California Business & Professions Code §§ 17200, *et seq.* claims (based on alleged violations of these California Labor Code and Wage Order provisions), Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207, and all other claims, such as those under the California Labor Code, IWC Wage Orders, regulations, and/or other provisions of law, that could have been plead based on the facts asserted in the Operative Complaint, including: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Pay Wages Due Upon Separation; (8) Failure to Reimburse Business Expenses; (9) Failure to Provide Records; (9) Violation of Bus. & Prof. Code Section 17200; and (10) all interest, fees, and costs in connection therewith. The Released Class Claims expressly exclude claims for PAGA penalties.

“Released PAGA Claims” means all PAGA claims alleged in the Operative Complaint and PAGA Notice, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period. The Released PAGA Claims includes claims for PAGA penalties based on California Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders.

“Released Parties” means Defendant and its current and former partners, subsidiaries, owners, shareholders, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past or present officers, directors, and exempt employees) predecessors, successors, and assigns.

E. Attorneys’ Fees and Attorneys’ Expenses to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$105,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) (“Attorneys’ Expenses”), subject to approval by the Court. The Attorneys’ Fees and Attorneys’ Expenses granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Award to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Service Award”) from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Administration Expenses”) 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 Objection, and Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to 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 and if the Court grants final approval of the 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 against the Released Parties as described in Section III.D above.

If you are a PAGA Member and the Court grants final approval of the Settlement, 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.

As a Class Member and PAGA Member (if applicable), 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 (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Rivas v. Buckingham Property Management*, Case No. 23CU0355); (b) contain your full name, signature, address, and telephone 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 above, postmarked **on or before** [Response Deadline].

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 Members will be bound to the PAGA Settlement 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 by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Rivas v. Buckingham Property Management*, Case No. 23CU0355); (b) contain your full name, signature, address, and telephone 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]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 2 of the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, California 93230, 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 Attorneys' Expenses to Class Counsel, Service Award to Plaintiff, and Administration Expenses to the Settlement Administrator.

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

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 and other documents filed in the Action by visiting Kings County Superior Court, 1640 Kings County Drive, Hanford, California 93230.

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

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.**

EXHIBIT 2

Miriam L. Schimmel (State Bar No. 185089)
 mschimmel@blackstonepc.com
 Joana Fang (State Bar No. 309623)
 jfang@blackstonepc.com
 Alexandra Rose (State Bar No. 329407)
 arose@blackstonepc.com
 Jared C. Osborne (State Bar No. 335968)
 josborne@blackstonepc.com
BLACKSTONE LAW, APC
 8383 Wilshire Boulevard, Suite 745
 Beverly Hills, California 90211
 Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff JOHNNY RIVAS,
 individually and on behalf of others
 similarly situated and on behalf of other
 aggrieved employees

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

JOHNNY RIVAS, individually and on behalf
 of others similarly situated and on behalf of
 other aggrieved employees,

Plaintiff,

vs.

BUCKINGHAM PROPERTY
 MANAGEMENT, a California corporation;
 and DOES 1 through 25, inclusive,

Defendants.

Case No.: 23CU0355

Honorable Robert S. Burns
 Department 2

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

Date: November 5, 2025
 Time: 8:15 a.m.
 Dept.: 2

Complaint Filed: September 15, 2023
 FAC Filed: October 30, 2023
 SAC Filed: June 11, 2025
 Trial Date: Not Set

FILED
 BY SUPERIOR COURT OF CALIFORNIA,
 COUNTY OF KINGS
 01/22/2026
 NOC ONASOBLESKI, CLERK OF THE COURT
 JULIENNE DE SANTOS, DEPUTY



1 **[FURTHER REVISED ~~PROPOSED~~ ORDER**

2 On November 5, 2025 at 8:15 a.m. in Department 2 of the above-captioned Court located at
3 1640 Kings County Drive, Hanford, California 93230, Plaintiff Johnny Rivas's ("Plaintiff") Motion
4 for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the
5 Honorable Robert S. Burns. Blackstone Law, APC appeared on behalf of Plaintiff and Gordon Rees
6 Scully Mansuckhani, LLP appeared on behalf of Defendant Buckingham Property Management
7 ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class and PAGA Settlement and
13 Release of Claims ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration
14 of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and
15 PAGA Settlement. This is based on the Court's determination that the Settlement falls within the
16 range of possible approval as fair, adequate, and reasonable.

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

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

27 4. The Court preliminarily finds that the Settlement, including the allocations for the
28 Attorneys' Fees, Attorneys' Expenses, Service Award, LWDA Payment, Administration Expenses,
and payments to the Settlement Class Members and PAGA Members provided for in the Settlement

1 Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be
2 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
3 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
4 available to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced
5 against the probable outcome of further litigation relating to certification, liability, and damages issues
6 and are consistent with the requirements of California Labor Code § 2699(1).

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

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

18 All current and former non-exempt employees who worked for Defendant in
19 California at any time during the Class Period.

20 (The Class Period is defined as the period from July 31, 2020 through November
21 5, 2025.)

22 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
23 Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC as counsel for the Class ("Class
24 Counsel").

25 8. The Court provisionally appoints Plaintiff Johnny Rivas as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
28 Settlement ("Settlement Administrator").

///

1 10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
2 Settlement Administrator with the following information about each Class Member: full name, last
3 known mailing address, Social Security number, and dates worked during the Class Period
4 (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

5 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
6 to be provided to the Class Members by the Settlement Administrator (“Notice Packet”) attached
7 hereto as **Exhibit 1**. The Notice Packet shall be provided to Class Members in the manner set forth in
8 the Settlement Agreement. The Court finds that the Notice Packet appears to fully and accurately
9 inform the Class Members of all material elements of the Settlement, of Class Members’ right to be
10 excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right
11 to dispute the Workweeks and/or PAGA Pay Periods credited to each of them by submitting a Dispute,
12 and of each Settlement Class Member’s right and opportunity to object to the Class Settlement by
13 submitting a Notice of Objection to the Settlement Administrator. The Court further finds that
14 distribution of the Notice Packet substantially in the manner and form set forth in the Settlement
15 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,
16 meet the requirements of due process and shall constitute due and sufficient notice to all persons
17 entitled thereto. The Court further orders the Settlement Administrator to mail the Notice Packet in
18 English by First-Class U.S. Mail to all Class Members within five (5) business days of entry of this
19 Order.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
22 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
23 with the requirements set forth in the Notice Packet, to the Settlement Administrator, postmarked on
24 or before the date that is forty-five (45) calendar days after the Settlement Administrator mails Notice
25 Packets to Class Members (“Response Deadline”), or, in the case of a re-mailed Notice Packet, the
26 Response Deadline shall be extended fifteen (15) calendar days from the original Response Deadline.
27 Any such person who timely and validly chooses to opt out of, and be excluded from, the Class
28 Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by

1 the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all PAGA
2 Members will be bound by the PAGA Settlement and issued their Individual PAGA Payment,
3 irrespective of whether they submit a Request for Exclusion. All Class Members who do not submit
4 a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the
5 Settlement Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on February 23, _____,
7 2026 at 8:15 a.m. in Department 2 of the Kings County Superior Court, located at 1640 Kings County
8 Drive, Hanford, California 93230, to determine all necessary matters concerning the Settlement,
9 including: whether the proposed settlement of the action on the terms and conditions provided for in
10 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
11 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
12 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members
13 and PAGA Members; and determine whether to approve the requests for the Attorneys' Fees,
14 Attorneys' Expenses, Service Award, Administration Expenses, and allocation for the PAGA
15 Payment.

16 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
17 Fees, Attorneys' Expenses, Service Award, and Administration Expenses, along with the appropriate
18 declarations and supporting evidence, including the Settlement Administrator's declaration, by sixteen
19 (16) court days prior to the Final Approval Hearing, to be heard at the Final Approval Hearing.

20 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
21 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
22 Objection must be signed and must contain the information that is required, as set forth in the Notice
23 Packet, including and not limited to the grounds for the objection. Settlement Class Members,
24 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
25 regardless of whether they have submitted a Notice of Objection.

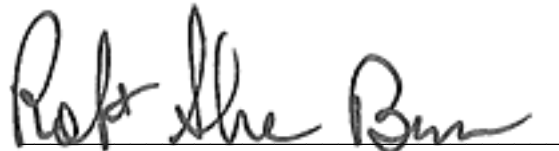
26 16. In the event the Settlement does not become effective in accordance with the terms of
27 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
28 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and

1 the parties shall revert back to their respective positions as of before entering into the Settlement
2 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
3 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

4 17. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
6 Members and retains jurisdiction to consider all further applications arising out of or connected with
7 the Settlement.

8 **IT IS SO ORDERED.**

9 Dated: January 22, 2026

A handwritten signature in black ink, appearing to read "Robt S. Burns", written over a horizontal line.

Honorable Robert S. Burns
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Johnny Rivas v. Buckingham Property Management **Superior Court of California for the County of Kings, Case No. 23CU0355**

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 and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Johnny Rivas ("Plaintiff") and Defendant Buckingham Property Management ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355 ("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" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendant in California any time during the Class Period.

"Class Period" means the period from July 31, 2020 through November 5, 2025

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Member(s)" means all current and former non-exempt employees who worked for Defendant in California any time during the PAGA Period.

"PAGA Period" means the period from August 25, 2022 through November 5, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On August 25, 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 ("PAGA Notice"). On September 15, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On October 30, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. in the Action. On June 11, 2025, Plaintiff filed a Second Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, 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, reimburse business expenses, and produce requested employment records, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff also contends that Defendant failed to properly pay minimum and overtime wages pursuant to the Fair Labor Standards Act ("FLSA"). 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.

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 a Stipulation of Class and PAGA Settlement and Release of Claims ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Johnny Rivas as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not 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 and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, 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 Members 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 Members. 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 the Class Members, the State of California, and PAGA Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount 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 Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees, in an amount not to exceed thirty-five percent (35) of the Gross Settlement Amount (i.e., \$105,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) to Class Counsel; (2) Service Award in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his services in the Action; (3) the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% (\$10,000.00) ("LWDA Payment") and the remaining 25% (\$5,000.00) will be distributed to PAGA Members ("PAGA Member Payment"); and (4) Administration Expenses in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) 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 Payment") based on the number of weeks that each Class Member worked for Defendant in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement

Amount by the Workweeks worked by all Class Members, resulting in a “Payment Ratio”. The Payment Ratio was then multiplied by each Class Member’s individual number of Workweeks to yield the Class Member’s Individual Settlement Payment (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 their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment 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 Payments resulting in a net payment to the Settlement Class Member. The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Payment (“Individual PAGA Payment”) based on the number of pay periods that each PAGA Member worked for Defendant in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Member Payment, i.e., 25% of the PAGA Payment, by the number of PAGA Pay Periods worked by all PAGA Members, resulting in a “PAGA Payment Ratio”. The PAGA Payment Ratio was then multiplied by each PAGA Member’s individual number of PAGA Pay Periods to yield the PAGA Member’s Individual PAGA Payment.

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).

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 Members 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 and PAGA Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From July 31, 2020 through November 5, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 25, 2022 through November 5, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Rivas v. Buckingham Property Management*, Case No. 23CU0355); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment 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 Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

As of the Effective Date, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims, except that only those Settlement Class Members who cash or deposit their Individual Settlement Payment check shall be deemed to opt-in to the settlement and release of the Released Class Claims that arise under the FLSA.

As of the Effective Date, the Plaintiff acting on behalf of the LWDA and the State of California, releases the Released Parties from the Released PAGA Claims.

“Released Class Claims” means all class claims alleged in the Operative Complaint, or which could have been alleged in the Operative Complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside the Class Period. The Released Claims specifically include, but are not limited to, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 432, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198.5, 2800 and 2802, the related IWC Wage Order No. 1-2001, California Business & Professions Code §§ 17200, *et seq.* claims (based on alleged violations of these California Labor Code and Wage Order provisions), Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207, and all other claims, such as those under the California Labor Code, IWC Wage Orders, regulations, and/or other provisions of law, that could have been plead based on the facts asserted in the Operative Complaint, including: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Pay Wages Due Upon Separation; (8) Failure to Reimburse Business Expenses; (9) Failure to Provide Records; (9) Violation of Bus. & Prof. Code Section 17200; and (10) all interest, fees, and costs in connection therewith. The Released Class Claims expressly exclude claims for PAGA penalties.

“Released PAGA Claims” means all PAGA claims alleged in the Operative Complaint and PAGA Notice, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period. The Released PAGA Claims includes claims for PAGA penalties based on California Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders.

“Released Parties” means Defendant and its current and former partners, subsidiaries, owners, shareholders, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past or present officers, directors, and exempt employees) predecessors, successors, and assigns.

E. Attorneys’ Fees and Attorneys’ Expenses to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$105,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) (“Attorneys’ Expenses”), subject to approval by the Court. The Attorneys’ Fees and Attorneys’ Expenses granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Award to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Service Award”) from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Administration Expenses”) 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 Objection, and Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to 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 and if the Court grants final approval of the 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 against the Released Parties as described in Section III.D above.

If you are a PAGA Member and the Court grants final approval of the Settlement, 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.

As a Class Member and PAGA Member (if applicable), 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 (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Rivas v. Buckingham Property Management*, Case No. 23CU0355); (b) contain your full name, signature, address, and telephone 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 above, postmarked **on or before** [Response Deadline].

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 Members will be bound to the PAGA Settlement 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 by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Rivas v. Buckingham Property Management*, Case No. 23CU0355); (b) contain your full name, signature, address, and telephone 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]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 2 of the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, California 93230, 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 Attorneys' Expenses to Class Counsel, Service Award to Plaintiff, and Administration Expenses to the Settlement Administrator.

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

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 and other documents filed in the Action by visiting Kings County Superior Court, 1640 Kings County Drive, Hanford, California 93230.

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

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.**

EXHIBIT 3

- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA

- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in

final settlement of wage and hour class and PAGA action.

- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior

Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case

No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
<i>Rivas v. Buckingham Property Management</i>			
7/26/2023	Mailing	Welcome Pkg	\$1.59
8/7/2023	Mailing	Records Request	\$8.53
8/7/2023	Mailing	Records Request to Agent for Service of Process	\$8.53
8/25/2023	Filing	LWDA: PAGA Notice	\$75.00
9/15/2023	Filing	Steno: Class Action Complaint and Initiating Documents	\$1,997.20
10/20/2023	Filing	Steno: Notice and Acknowledgment of Receipt	\$59.95
10/30/2023	Filing	Steno: First Amended Class Action Complaint	\$59.95
7/17/2024	Mediation	Signature Resolution, LLC	\$10,450.00
1/2/2024	Filing	Steno: Case Management Statement	\$59.95
7/1/2024	Filing	Steno: Case Management Statement	\$59.95
7/2/2024	Filing	Steno: Stipulation to Continue Status Conference/Hearing Re: Class Certification Status	\$86.95
8/28/2024	Other	Damage Analysis Consultant, Berger Consulting Group	\$7,830.00
9/4/2024	Filing	Steno: Case Management Statement	\$99.95
10/25/2024	Filing	Steno: Case Management Statement	\$59.95
10/28/2024	Filing	Steno: Joint Case Management Order (Proposed)	\$99.95
4/9/2025	Filing	Steno: Case Management Statement	\$59.95
4/24/2025	Filing	Steno: Notice of Remote Appearance	\$59.95
6/3/2025	Filing	Steno: Stipulation and Order to Amend Complaint	\$126.95
6/11/2025	Filing	Steno: Second Amended Complaint	\$59.95
7/15/2025	Filing	Steno: Stipulation and Order to Continue Motion for Preliminary Approval Hearing and Filing Deadline	\$86.95
8/25/2025	Filing	Steno: Stipulation and Order to Continue Motion for Preliminary Approval Hearing and Filing Deadline	\$86.95
10/14/2025	Filing	Steno: Motion for Preliminary Approval and Supporting Documents	\$180.95
1/15/2026	Filing	Steno: Stipulation and Order to Continue Motion for Final Approval Hearing and Filing Deadline	\$86.95
1/15/2026	Other	Steno: Courtesy Copy to Court - Stipulation to Continue Motion for Final Approval Hearing & Filing Deadline; [Further Revised Proposed] Order	\$158.50
	Filing	Estimated Cost - Steno: Motion for Final Approval and Supporting Documents	\$180.95
	Filing	Estimated Cost - Steno: Notice of Entry (MFA Order)	\$59.95
	Filing	Estimated Cost - Steno: Administrator's Declaration Re Disbursement	\$59.95
Total:			\$22,165.40