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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

**DECLARATION OF ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
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

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Miriam L. Shimmel is a 28-year litigator who joined Blackstone Law, APC in June
9 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in
10 Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
11 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
12 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
13 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
14 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
15 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
16 class actions and representative actions pursuant to PAGA, as well as individual actions based on
17 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
18 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
19 employers/businesses. On many of those cases, she was the senior lead attorney managing the
20 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
21 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
22 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
23 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
24 strategized on all cases; participated in and directed communication with class members; attended
25 hearings; led and participated in mediations; coordinated with class action administrators; prepared
26 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
27 complex, and appellate courts.

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

8 6. I joined Blackstone Law, APC from a highly reputable employment law firm. I
9 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
10 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
11 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
12 additionally licensed in all federal district courts of California. I have worked on many wage and hour
13 class action and PAGA representative matters, and my work has included, *inter alia*, researching and
14 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
15 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
16 court appearances.

17 7. Jared C. Osborne joined Blackstone Law, APC also from a highly reputable
18 employment law firm. He graduated from New York University with a Bachelor of Arts degree in
19 2009 and from University of Southern California Gould School of Law (USC) with a Juris Doctor
20 degree in 2020. While at USC, he was an Executive Senior Editor on the Southern California Law
21 Review and graduated in the top 10% of his class. He was admitted to the State Bar of California in
22 February 2021. Since his admittance, he has worked exclusively as a plaintiff's side employment
23 attorney handling both individual and class action cases. He was most recently recognized as a 2025
24 Southern California Rising Star by Super Lawyers.

25 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
26 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

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Procedural History of the Action

9. On August 25, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Buckingham Property Management (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 2.**

10. On September 15, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court Case No. 23CU0355 (“Action”), thereby commencing a putative class action against Defendant.

11. 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, which added a cause of action under PAGA.

12. On November 17, 2023, Defendant propounded written formal discovery onto Plaintiff (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Request for Admission (Set One), and Request for Production of Documents (Set One)), and noticed the deposition of Plaintiff.

13. On January 4, 2024, Plaintiff propounded written formal discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), and served a notice of deposition of Defendant’s Person Most Knowledgeable and a proposed Belaire-West notice.

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

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

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

5 17. On September 24, 2024, Defendant served responses to Plaintiff’s first set of written
6 formal discovery.

7 18. On September 25, 2024, Plaintiff responded to Defendant’s second set of written
8 formal discovery.

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

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

16 21. On June 11, 2025, Plaintiff filed a Second Amended Class Action Complaint for
17 Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code
18 §§ 2698 Et Seq. (“Operative Complaint”) in the Action, which added causes of action for failure to
19 provide records in violation of California Labor Code Section 226, 432, and 1198.5, failure to pay
20 minimum wage in violation of the Fair Labor Standards Act (29 U.S. Code Section 206), and failure
21 to pay overtime in violation of Fair Labor Standards Act (29 U.S. Code Section 207). The Operative
22 Complaint alleges thirteen (13) causes of action for violations of the California Labor Code for failure
23 to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and
24 premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments
25 in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage
26 statements, failure to timely pay wages upon termination, failure to reimburse necessary business
27 expenses, and failure to produce requested employment records, for violations of California Business
28 & 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.

22. 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 3**.

Summary of the Terms of the Settlement Agreement

23. For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period” (“Class” or “Class Member(s)”). The Class Period is defined as the period from July 31, 2020 through November 5, 2025. Based on information provided by Defendant, as of approximately September 2025, it is estimated that there are a total of five hundred fifty (550) Class Members.

24. The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Attorneys’ Fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$105,000.00 if the Gross Settlement Amount is \$300,000.00); (2) Attorneys’ Expenses, not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00); (3) Administration Expenses, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); (4) Service Award in the amount of Five Thousand Dollars and Zero Cents (\$5,000.000); and (5) PAGA Payment in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be One Hundred Thirty-Nine Thousand Dollars and Zero Cents (\$139,000.00). Additionally, 25% of the PAGA Payment (“PAGA Member Payment”), which is \$3,750.00 out of \$15,000.00, will be fully distributed to “all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period”

1 (“PAGA Member(s)”). The “PAGA Period” is defined as the period from August 25, 2022 through
2 November 5, 2025.

3 25. The Net Settlement Amount will be distributed and paid to all Class Members who do
4 not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata*
5 basis based on the number of weeks each Class Member worked for Defendant in California during
6 the Class Period (“Workweek(s)”). The *pro rata* amount payable from the Net Settlement Amount to
7 each Class Member (“Individual Settlement Payment”) will be calculated by the Settlement
8 Administrator, in accordance with the Settlement Agreement.

9 26. The PAGA Member Payment will be distributed and paid to all PAGA Members on a
10 *pro rata* basis based on the number of pay periods each PAGA Member worked for Defendant in
11 California during the PAGA Period (“PAGA Pay Period(s)”). The *pro rata* amount payable from the
12 PAGA Member Payment to each PAGA Member (“Individual PAGA Payment”) will be calculated
13 by the Settlement Administrator, in accordance with the Settlement Agreement.

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

26 28. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
27 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Payment
28 will be fully distributed to the LWDA and PAGA Members, in accordance with the Settlement

1 Agreement. No money will revert to Defendant.

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

7 **The Settlement is Reasonable**

8 ***Informed Arms-Length Negotiations***

9 30. The Parties' settlement negotiations were at all times made at arm's-length and were
10 adversarial. The Settlement was reached following additional negotiations after a full day of mediation
11 with a highly respected mediator with substantial experience mediating wage and hour cases, and
12 Plaintiff engaged in additional negotiations in order to finalize the long-form agreement presently
13 before the Court.

14 31. The Parties engaged in extensive formal and informal discovery prior to reaching a
15 settlement. Prior to mediation, Defendant produced a sampling of putative class members' time and
16 pay records as well as Defendant's relevant wage and hour policies, and information regarding the
17 total number of putative class members, the number of current versus former employees, the total
18 workweeks worked by the putative class members, and the average rate of pay for the putative class
19 members.

20 32. This allowed Class Counsel to conduct an informed assessment and analysis of the
21 strengths and weaknesses of the claims and the potential class-wide damages.

22 33. Based on the information exchanged, the Parties extensively briefed issues regarding
23 class certification and liability and provided their analyses to the Mediator who helped the Parties
24 debate the strengths and weakness of their respective positions.

25 ***Estimate of Potential Value of Claims***

26 34. Class Counsel analyzed all available data and estimated Defendant's maximum
27 potential exposure to be approximately \$8,638,101, assuming the litigation was successful at trial on
28 all claims at issue and every employee had a violation for each claim on every shift worked. This

1 maximum potential analysis was then reduced based on the challenges facing the likelihood of
2 obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an
3 estimated maximum liability for all claims at issue and the total aggregate workweeks during the
4 relevant time period, less interest, and based on the analysis of the data which was extrapolated out
5 for all putative class members across the entire putative class period, which included: \$28,350 for meal
6 period violations (less meal period premiums paid); \$4,729,343 for rest period violations at a 100%
7 violation rate; \$864,653 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work;
8 \$430,471 for unpaid meal break premiums and sick pay at the required regular rate; \$307,650 for
9 unreimbursed business expenses; \$1,514,734 for waiting time penalties; and \$762,900 for wage
10 statement penalties. Plaintiff further estimated that Defendant faced an additional exposure of
11 \$804,300 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA
12 statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum
13 potential exposure totaled \$9,442,401 in damages.

14 ***Specific Risks Considered***

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

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

26 37. Defendant denied and continues to deny any liability and wrongdoing of any kind
27 associated with the claims alleged in the Action, and further denies that class certification is
28 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately

1 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
2 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
3 individual issues would predominate should this case go to trial. As with all class actions, these
4 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
5 that the Court may deny class certification.

6 38. For example, Plaintiff's meal period claims, which were based on Defendant's alleged
7 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
8 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had
9 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
10 in the manner required under California law. Defendant contended that its policies and practices at all
11 times during the Class Period were lawful. Indeed, Plaintiff's analysis revealed only a 0.4% violation
12 rate for purported unique meal period violations offsetting meal period premiums paid. Defendant
13 further argued that the rate of purported meal period violations reflected in the data would require
14 individualized inquiry and that such inquiry would prohibit a class from being certified. We also had
15 to consider the risk that the Court would find validity in the individualized proof defense to
16 certification of Plaintiff's meal period claim.

17 39. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
18 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
19 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
20 required under California law. Additionally, this claim was even more uncertain given the difficulties
21 associated with proving the alleged rest period violations, as Defendant was not required to record
22 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
23 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
24 certainty, which made the estimated value of this claim subject to much challenge.

25 40. Plaintiff also faced challenges certifying and proving liability for his minimum wage
26 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
27 performed by the Class Members, such as providing technical maintenance and assistance to tenants
28 while they were not clocked in. However, the individualized nature of why this work was performed

1 and the individualized nature of damages presented substantial concerns regarding the manageability
2 of the case and the risk the Court could find these issues prevented certification, and the estimated
3 damages for this claim were based on an assumption that all Class Members worked off the clock for
4 at least one hour per week.

5 41. Plaintiff's unpaid wages claim was based on Defendant having failed to factor in all
6 forms of non-discretionary compensation and the value of employer-provided housing into the regular
7 rate of pay. Defendant contended that it correctly factored in all forms of non-discretionary
8 compensation into the regular rate of pay. Defendant further contended that the value of employer-
9 provided housing should not be included in the regular rate of pay.

10 42. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
11 Members for necessary business-related expenses, such as, purchasing tools that employees needed to
12 perform their job duties. Defendant contended that it had a policy and practice of reimbursing
13 employees for necessary business-related expenses. Defendant further contended that, with respect to
14 the alleged expenses for which Plaintiff and the other Class Members never requested reimbursement
15 from Defendant, it did not know and had no reason to know that alleged business-related expenses had
16 been incurred. Defendant further contended that the reason for why a Class Member undertook certain
17 expenses, while not others, and failed to receive reimbursement for certain expenses while not others,
18 would raise individual issues that could not be certified.

19 43. There are also substantial risks associated with Plaintiff's waiting time penalties and
20 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
21 premiums, unpaid rest period premiums, unpaid minimum wages, and if certification was denied on
22 those underlying claims, these derivative claims for penalties would also likely fail. Further, even if
23 Plaintiff prevailed on his underlying claims, he would still be required to demonstrate that Defendant's
24 violations of California Labor Code section 203 were *willful* violations. Wage statement claims have
25 also seen varying treatment at the appellate level because such claims have an element of discretion
26 attached to them rather than a pure calculation of damages after liability is proven. Accordingly, these
27 derivative claims, which comprised a substantial portion of Defendant's estimated liability, were
28 therefore uncertain.

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

10 45. Therefore, taking into account how each of the above risks potentially effected
11 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
12 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
13 estimated liability based on the challenges facing his ability to succeed on class certification by 80%
14 to \$1,888,480. The merits-based risk factors further reduced Defendant's estimated liability by an
15 additional 75%. This resulted in an adjusted estimated liability of \$472,120. In light thereof, the
16 settlement amount of \$300,000.00 is a significant settlement.

17 46. Class Counsel also separately contemplated the risks of proceeding with the PAGA
18 claims and potential liability Defendant could face from these claims as part of the global resolution.
19 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
20 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
21 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
22 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
23 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
24 Class Counsel also anticipated Defendant would argue that the violations per pay period were low,
25 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
26 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
27 enforcement of California's labor laws by financing state activities and educating and deterring non-
28 compliance.

47. Therefore, after considering this multitude of factors, we concluded that it was in the best interest of the State of California and the PAGA Members to enter into the Settlement, and to allocate Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 5% of the Gross Settlement Amount. This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer.

48. Class Counsel therefore 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.

Service Award

49. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Service Award of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Johnny Rivas. The Service Award is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Service Award is disclosed to the Class Members in the Notice Packet.

Attorneys' Fees and Attorneys' Expenses

50. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$105,000.00 if the Gross Settlement Amount is \$300,000.00) and actual litigation costs and expenses in an amount not

1 to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00), which will be paid out of the
2 Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks
3 and costs of litigation and will not receive any compensation until recovery is obtained.

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

11 52. Class Counsel has litigated this matter for over a year and was actively preparing this
12 matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
13 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly
14 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
15 Counsel. Notice of the requested Attorneys' Fees and Attorneys' Expenses is disclosed to the Class
16 Members in the Notice Packet.

17 ***Notice to the Class***

18 53. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement
19 Administrator") to handle the notice and settlement administration process. The Parties respectfully
20 request that the Court appoint ILYM to handle these procedures and to serve as the Settlement
21 Administrator. Defendant will provide ILYM with the Class Data and ILYM will calculate each Class
22 Member's estimated Individual Settlement Payment and each PAGA Member's estimated Individual
23 PAGA Payment. ILYM will also receive and process Requests for Exclusion, Notices of Objection,
24 and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit
25 necessary taxes and withholdings with respect to the Wage Portion of the Individual Settlement
26 Payments; will prepare and submit informational and other tax filings and documents; will issue and
27 transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual
28 Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks

1 to the PAGA Members; and perform any other usual and customary duties for administering a class
2 action settlement.

3 54. I am not aware of an alternative method of providing notice to the Class which would
4 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
5 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
6 method, skip tracing will be performed, if necessary.

7 ***Notice of Settlement to the LWDA***

8 55. In accordance with California Labor Code section 2699(l)(2), on October 14, 2025, a
9 copy of the proposed Settlement was submitted to the LWDA via online submission through the
10 LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached
11 hereto as **Exhibit 4**.

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

14 Executed on October 14, 2025 at Jersey City, New Jersey.



15
16 Alexandra Rose

EXHIBIT 1

- *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 Nayabhil 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 2

August 24, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Johnny Rivas v. Buckingham Property Management*

Dear Representative:

This office represents Johnny Rivas (“Claimant”) with respect to his claims under the California Labor Code against Buckingham Property Management (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately July 2003 to June 2023 as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as a Maintenance Technician at its location at 200 N 19th Ave, Lemoore, CA 93245.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to provide technical maintenance to Employers. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their

regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements

provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the purchase of boots and tools for work-related purposes.

Accordingly, Employers violated the IWC Orders **¡Error! No se encuentra el origen de la referencia.**and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against

Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam Schimmel
Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Buckingham Property Management
Attn: Rosemary Lynch, Agent For Service of Process
601 Pollasky Avenue, Suite 201
Clovis, CA 93612

EXHIBIT 3

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:

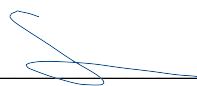
DATED: _____

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 4



Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Mar 14/10/2025 13:58

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

10/14/2025 11:58:12 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/14/2025 11:58:12 AM your Proposed Settlement was successfully processed for case number LWDA-CM-977676-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>