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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

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

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

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

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

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

1 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **IT IS SO ORDERED.**

9 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Robert S. Burns  
Judge of the Superior Court

# **EXHIBIT 1**

## **NOTICE OF CLASS ACTION SETTLEMENT**

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

#### **PLEASE READ THIS NOTICE CAREFULLY.**

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

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

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

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Johnny Rivas ("Plaintiff") and Defendant Buckingham Property Management ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

#### **I. IMPORTANT DEFINITIONS**

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

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

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

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

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

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

#### **II. BACKGROUND OF THE ACTION**

On August 25, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Notice"). On September 15, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On October 30, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. in the Action. On June 11, 2025, Plaintiff filed a Second Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, reimburse business expenses, and produce requested employment records, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff also contends that Defendant failed to properly pay minimum and overtime wages pursuant to the Fair Labor Standards Act ("FLSA"). Plaintiff seeks, among other things,

recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

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

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

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

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Members.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

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

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks that each Class Member worked for Defendant in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement

Amount by the Workweeks worked by all Class Members, resulting in a “Payment Ratio”. The Payment Ratio was then multiplied by each Class Member’s individual number of Workweeks to yield the Class Member’s Individual Settlement Payment (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

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

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

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

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

#### **B. Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

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

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

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

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

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

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

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

**D. Release of Claims**

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

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

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

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

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

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

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

**F. Service Award to Plaintiff**

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

#### **G. Administration Expenses to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Administration Expenses”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

##### **A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

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

If you are a PAGA Member and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon.

As a Class Member and PAGA Member (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

##### **B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Rivas v. Buckingham Property Management*, Case No. 23CU0355); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

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

##### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Rivas v. Buckingham Property Management*, Case No. 23CU0355); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies

of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

## **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 2 of the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, California 93230, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Attorneys' Expenses to Class Counsel, Service Award to Plaintiff, and Administration Expenses to the Settlement Administrator.

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

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

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

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

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

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