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10 Attorneys for Plaintiff JESSICA TEPPER, on behalf of herself,
11 all others similarly situated, and on behalf of the general public

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF ORANGE**

14 JESSICA TEPPER on behalf of herself,
15 all others similarly situated, and on
16 behalf of the general public,

17 Plaintiffs,

18 v.

19 CHARLES & CYNITHA EBERLY,
20 INC. DBA THE EBERLY COMPANY;
21 and DOES 1-100,

22 Defendants.

Case No. 30-2024-01371238-CU-OE-CXC

*[Assigned for All Purposes to the
Honorable William D. Claster; Dept. CX101]*

**DECLARATION OF JILL VECCHI, ESQ.,
ATTACHING ADDENDUM TO THE
JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

Date: June 18, 2025

Time: 9:00 a.m.

Reservation No.: 74569019

Complaint Filed: January 4, 2024

1 I, JILL VECCHI, declare as follows:

- 2 1. I am a partner at Mara Law Firm, PC and counsel of record for Plaintiff and the putative class
3 in this matter. I am duly admitted to practice before all the courts of the state of California. The
4 following facts are within my personal knowledge and, if called to testify, I could and would
5 competently testify thereto.
- 6 2. On June 17, 2025, I reviewed the Court's tentative ruling on Plaintiff's Motion for Approval
7 of PAGA Settlement.
- 8 3. Based upon the Court's tentative ruling, the Parties entered into an Addendum to the Joint
9 Stipulation and Settlement Agreement which is attached hereto as **Exhibit 1**.
- 10 4. The Parties also revised the proposed order which is being filed in conjunction with this
11 declaration.

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

14 DATED: June 18, 2025

MARA LAW FIRM, PC

16 By: 
17 _____

David Mara
Jill Vecchi

Attorneys for Plaintiff JESSICA TEPPER

Exhibit 1

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

This Addendum to the Joint Stipulation and Settlement Agreement is between Plaintiff Jessica Tepper ("Plaintiff") on behalf of herself, all others similarly situated, and on behalf of the general public and Defendant Charles & Cynthia Eberly Inc. dba The Eberly Company ("The Eberly Company" or "Defendant") (collectively referred to as the "Parties").

I. AMENDMENT TO SETTLEMENT AGREEMENT

A. Section I, Paragraph Y entitled "Released Claims" shall be amended to read as follows:

Released Claims: Each PAGA Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all claims for civil penalties under PAGA that were alleged or could have been alleged based on the claims, facts, and/or allegations contained in operative Complaint and in the PAGA Notice submitted by Plaintiff to the LDWA. The release shall be for the PAGA Period.

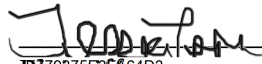
B. Exhibit A attached to the Joint Stipulation and Settlement Agreement shall be replaced with Exhibit A attached hereto.

II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 6/17/2025

JESSICA TEPPER

DocuSigned by:

Plaintiff

Dated: _____

CHARLES & CYNTHIA EBERLY INC.

Defendant

Name:

Title:

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

This Addendum to the Joint Stipulation and Settlement Agreement is between Plaintiff Jessica Tepper ("Plaintiff") on behalf of herself, all others similarly situated, and on behalf of the general public and Defendant Charles & Cynthia Eberly Inc. dba The Eberly Company ("The Eberly Company" or "Defendant") (collectively referred to as the "Parties").

I. AMENDMENT TO SETTLEMENT AGREEMENT

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- B. Exhibit A attached to the Joint Stipulation and Settlement Agreement shall be replaced with Exhibit A attached hereto.

II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____

JESSICA TEPPER

Plaintiff

Dated: _____

CHARLES & CYNTHIA EBERLY INC.



Defendant

Name:

Title:

Exhibit *A*

CALIFORNIA SUPERIOR COURT, COUNTY OF ORANGE
Jessica Tepper v. Charles & Cynthia Eberly Inc. dba The Eberly Company
Case No. 30-2024-01371238-CU-OE-CXC

NOTICE OF SETTLEMENT

*This is not a solicitation.
This is not a lawsuit against you and you are not being sued.*

The California Superior Court, County of Orange has granted approval of a settlement in the above-captioned action. Because your rights are affected by this Settlement, it is important that you read this Notice of Settlement (“Notice”) carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the action and the key terms of the settlement.

Based on the Company’s records, your Individual PAGA Payment is \$ [REDACTED]. This is based on the Company’s records showing that you worked [REDACTED] pay periods during the PAGA Period of October 20, 2022, through November 23, 2024.

WHAT INFORMATION IS IN THIS NOTICE

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|--|--------|
| 1. Why Have I Received This Notice? | Page 1 |
| 2. What Is This Case About? | Page 1 |
| 3. Who Are the Attorneys Representing the Parties? | Page 2 |
| 4. How Does This Settlement Affect My Rights? | Page 2 |
| 5. How Much Can I Expect to Receive From This Settlement? | Page 3 |
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1. <i>Why Have I Received This Notice?</i>

Charles & Cynthia Eberly Inc. dba The Eberly Company’s (hereinafter referred to as “Defendant”) records indicate that you worked for Defendant as a non-exempt salaried property manager in the State of California at some time between October 20, 2022, through November 23, 2024.

A settlement hearing was held on June 18, 2025, in the California Superior Court, County of Orange. The Court granted approval of the settlement. You are receiving this Notice to provide you with a brief description of the settlement and explain why you have received a settlement check.

2. <i>What Is This Case About?</i>

The action entitled *Jessica Tepper v. Charles & Cynthia Eberly Inc. dba The Eberly Company*, was commenced by Plaintiff Jessica Tepper (“Plaintiff”) in the Orange County Superior Court (Case Number 30-2024-01371238-CU-OE-CXC).

On October 20, 2023, Plaintiff provided notice to the California Labor and Workforce Development Agency (“LWDA”) of the Private Attorneys General Act of 2004 (“PAGA”) violations she alleged against Defendant.

On January 4, 2024, Plaintiff filed a PAGA complaint in the Orange County Superior Court against Defendant. Plaintiff alleges that Defendants violated the California Labor Code by failing to pay all straight and overtime

time wages, failing to provide lawful meal and rest periods, failing to provide accurate itemized wage statements, failing to pay all wages owed at termination, failing to adopt a complaint sick pay/paid time off policy and failing to provide written notice setting forth the amount of sick leave available, failing to pay employees twice per month, and failing to reimburse for business expenses.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever.

3. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff Jessica Tepper	Attorneys for Defendant Cynthia Eberly Inc. dba The Eberly Company
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, CA 92108 Telephone: (619) 234-2833	MICHAEL SULLIVAN & ASSOCIATES LLP Eric H. DeWames Christopher Olsen 6203 San Ignacio Ave., Suite 110 San Jose, CA 95119 Telephone: (408) 627-4812

4. *How Does This Settlement Affect My Rights? What are the Released Claims?*

All non-exempt salaried property managers who worked for Defendant at any time from October 20, 2022, to November 23, 2024 (referred to in this notice as “Aggrieved Employees”) release the Released Parties from the Released Claims, as defined below.

Released Parties: Defendants including their past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, members, shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies.

Released Claims: Each PAGA Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all claims for civil penalties under PAGA that were alleged or could have been alleged based on the claims, facts, and/or allegations contained in operative Complaint and in the PAGA Notice submitted by Plaintiff to the LDWA. The release shall be for the PAGA Period.

The claims alleged against Defendant in the lawsuit and PAGA notice are failure to pay all straight and overtime time wages, failure to provide lawful meal and rest periods, failure to provide accurate itemized wage statements, failure to pay all wages owed at termination, failure to adopt a complaint sick pay/paid time off policy and failure to provide written notice setting forth the amount of sick leave available, failure to pay employees twice per

month, and failure to reimburse for business expenses. The PAGA Period is October 20, 2022, to November 23, 2024.

5. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant is required to pay under the settlement is \$200,000 (“Gross Settlement Amount” or “GSA”). The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount after the deduction of (1) the PAGA Representative Enhancement Payment to Plaintiff in an amount of \$5,000, for prosecution of the Action; (2) the Settlement Administration Costs to the Settlement Administrator in the amount of \$1,500; and (3) payment to Plaintiff’s Counsel in the amount of \$66,660 (33.33% of the Gross Settlement Amount) for attorneys’ fees and an amount of \$15,277.02 for litigation costs. All of these payments were approved by the Court.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be divided 75% to the LWDA, pursuant to California Labor Code § 2699, subdivision (i), for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25% to the Aggrieved Employees. Therefore, the LWDA will receive \$83,672.23 and \$27,890.75 is left for distribution to Aggrieved Employees.

Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Defendant in California during the PAGA Period based on the data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same data, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee’s Individual Settlement Share ties directly to the amount of pay periods that he or she worked.

The check included with this notice represents your settlement share based on this formula. For purposes of computing taxes, one-hundred percent (100%) of the amount of money you received is considered to be a civil penalty and has not been subjected to tax withholding.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the **180-day** void date shown on each check. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be transmitted to California State Controller’s Office Unclaimed Property Fund in the name of the Aggrieved Employee.

You will not be retaliated against for cashing the settlement check included with this notice.

6. *How Can I Obtain Additional Information or Court Documents?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Plaintiff’s Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Eberly settlement.

PLEASE DO NOT CALL THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.