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Attorneys for Plaintiff SEAN VANDERVEEN
on behalf of the State of California

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN MATEO

SEAN VANDERVEEN, on behalf of the
State of California, as a private attorney general,

Plaintiff,

v.

WOODMONT REAL ESTATE SERVICES,
L.P., a California Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. 23-CIV-05747

ASSIGNED FOR ALL PURPOSES TO
JUDGE SUSAN L. GREENBERG
DEPARTMENT 3

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

Complaint Filed: December 5, 2023
FAC Filed: March 26, 2024
Trial Date: Not Set

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of Settlement”) is made and entered into by and between plaintiff Sean Vanderveen (“Plaintiff” and “Class Representative”), on behalf of the State of California, as a private attorney general, and defendant Woodmont Real Estate Services, L.P. (“Defendant”).

This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks to represent, and on: (i) Defendant; (ii) each of Defendant’s past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, and any corporation, limited liability company or partnership; (iii) each of Defendant’s past and present board members, director, officers,

agents, attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing (collectively, "Released Parties"). The Settlement contemplated by this Stipulation of Settlement may hereinafter be referred to as the "Settlement."

THE PARTIES STIPULATE AND AGREE as follows:

1. Plaintiff and Defendant are collectively referred to herein as "the Parties."

2. On December 5, 2023, Plaintiff sent a letter to the Labor and Workplace Development Agency ("LWDA") alleging violations of the Private Attorneys General Act ("PAGA") against Defendant for the "Released PAGA Claims," as defined below.

3. On December 5, 2023, Plaintiff filed a complaint against Defendant in the San Mateo County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California alleging claims of failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to pay all sick time, failure to provide accurate itemized wage statements, waiting time penalties, failure to reimburse for necessary business expenditures, and unfair competition.

4. On March 26, 2024, Plaintiff filed his First Amended Complaint, alleging a single claim for civil penalties under the PAGA against Defendant.

5. The Parties explored the possibility of settlement by exchanging pre-mediation documents and data, including a randomly selected sample of time clock and payroll records. Following this production and assessment, the Parties engaged in arm's-length settlement negotiations and participated in private mediation with a well-respected mediator, Daniel Turner, Esq. At the mediation, the Parties reached a settlement agreement through arm's-length negotiations and executed a confidential Memorandum of Understanding, which has since been formalized into this Stipulation of Settlement.

6. Plaintiff filed a Second Amended Complaint, alleging all Released Class Claims (defined below) and Released PAGA Claims (defined below) ("Operative Complaint" or "Action").

7. The "Class Period" is from December 5, 2022 to February 24, 2025.

1 8. The “PAGA Period” is from December 5, 2022 to February 24, 2025.

2 9. This Action has been actively litigated, with ongoing investigations, an exchange of
3 documentation and data, and extensive settlement negotiations, including private mediation. Plaintiff
4 has not filed a motion for class certification, nor has the Court set a deadline for the filing of such a
5 motion.

6 10. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
7 consist of all persons employed by Defendant in California as a non-exempt hourly employee from
8 December 5, 2022 to February 24, 2025. The Settlement Class, however, shall not include any
9 person who previously settled or released any of the claims covered by this Settlement, any person
10 who previously was paid or received awards through civil or administrative actions for the claims
11 covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as
12 provided in this Settlement.

13 11. For purposes of the Settlement, all Class Members who worked any hours for
14 Defendant in California from December 5, 2022 to February 24, 2025 are aggrieved employees with
15 respect to PAGA (“PAGA Members”), and will be paid their PAGA Share and release the “Released
16 PAGA Claims” regardless of whether they submit a timely and valid Request for Exclusion from
17 the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the
18 Released PAGA Claims.

19 12. Solely for purpose of settling this case, the Parties stipulate and agree that the
20 requisites for establishing class certification with respect to the Settlement Class have been met and
21 are met for Settlement purposes only. More specifically, the Parties stipulate and agree that:

22 a. The Settlement Class is ascertainable and so numerous as to make it
23 impracticable to join all Class Members.

24 b. There are common questions of law and fact, including but not limited to the
25 following:

26 i. Whether Defendant complied with applicable laws affecting Plaintiff
27 and the Settlement Class under the California Labor Code and the Wage Orders of the California
28 Industrial Welfare Commission; and

1 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
2 unpaid wages, penalties, interest, and attorneys' fees and costs.

3 c. Plaintiff believe Plaintiff's claims are typical of the claims of the members of
4 the Settlement Class.

5 d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of
6 the Settlement Class, and that Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S.
7 Falakassa of Falakassa Law, P.C. should be "Class Counsel" and will fairly and adequately protect
8 the interests of the Settlement Class.

9 e. The prosecution of separate actions by individual members of the Settlement
10 Class would create the risk of inconsistent or varying adjudications, which would establish
11 incompatible standards of conduct.

12 f. With respect to the Settlement Class, Plaintiff believes questions of law and
13 fact common to the members of the Settlement Class predominate over any questions affecting any
14 individual member in such Class, and a class action is superior to other available means for the fair
15 and efficient adjudication of the controversy.

16 9. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
17 the claims alleged in the Operative Complaint, and further denies that, for any purpose other than
18 settling this Action, this Action is appropriate for class or representative treatment. With respect to
19 Plaintiff's claims, Defendant contends, among other things, that it has complied with all applicable
20 state, federal and local laws affecting Plaintiff and the Settlement Class.

21 10. It is the desire of the Parties to fully, finally and forever settle, compromise and
22 discharge all disputes and claims arising from the allegations and causes of action stated in the
23 Complaint. To achieve a full and complete release of Defendant, Plaintiff and each Class Member
24 acknowledge that this Stipulation of Settlement is intended to include in its effect all claims of any
25 nature reasonably arising out of the allegations made in the Complaint.

26 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
27 a full and complete settlement and release of all claims arising from the allegations in the Complaint
28 against: (i) Defendant; (ii) each of Defendant's past and present parents, subsidiaries, partners,

1 affiliates and clients, including, without limitation, and any corporation, limited liability company
2 or partnership; (iii) each of Defendant's past and present board members, director, officers, agents,
3 attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants,
4 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and
5 assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with
6 any of the foregoing.

7 12. Counsel for the Settlement Class have conducted a thorough investigation into the
8 facts of this Action and have diligently pursued an investigation of Class Members' claims against
9 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the
10 opinion that the Settlement with Defendant for the consideration and on the terms set forth in this
11 Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest of the Settlement
12 Class in light of all known facts and circumstances, including the risk of significant delay, the risk
13 the Settlement Class will not be certified by the Court, defenses asserted by Defendant, and
14 numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the
15 Settlement is fair and in the best interest of the Parties.

16 13. The Parties agree to cooperate and take all steps necessary and appropriate to
17 consummate this Settlement and for entry of judgment in accordance with this Settlement.

18 14. This Settlement provides that Defendant will pay Settlement Awards and PAGA
19 Shares (defined below) according to a specified formula to each Settlement Class Member who does
20 not request to be excluded from this Settlement. The total payment under the Settlement is
21 \$530,000.00, which includes all payments to Class Members, PAGA Members, Class Counsel's
22 attorneys' fees, Class Counsel's litigation expenses and costs, the service award to the class
23 representative, penalties of any nature, including PAGA penalties and settlement administration
24 expenses. It is understood and agreed that Defendant shall have no obligation to pay any person,
25 entity or organization more than the amount of its maximum total liability under the Settlement,
26 except that Defendant will separate pay as an additional obligation the employer's share of the
27 payroll taxes for the wage portion of the Settlement Awards.

TERMS OF SETTLEMENT

15. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. It is agreed by and among Plaintiff and Defendant that this Action and any claims, damages or causes of action arising out of the Complaint, which are the subject of this Action, be settled and compromised as between the Settlement Class and Defendant, subject to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been provided to the Settlement Class, providing them with an opportunity to opt out of or to object to the Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement, and without objection from the LWDA; and (v) in the event there are objections to the Settlement which are not later withdrawn, the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not become effective if Defendant, contrary to Paragraph 14 above, is required by the Court to pay more than the total amount of its Maximum Settlement Amount (defined below) under the Settlement as set forth in Paragraph 14 under any circumstances. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendant shall not have any obligation (monetary or otherwise) under the terms of

this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any objections or the judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

c. Maximum Settlement Amount, and Net Settlement Amount: To implement the terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to pay a maximum of \$530,000.00, which includes: all payments to Class Members and PAGA Members; Class Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the service award to the class representative; \$30,000.00 allocated to penalties under the PAGA with seventy-five percent (75%) of that amount, or in other words \$22,500.00, paid to the LWDA, and twenty-five percent (25%) of that amount, or in other words \$7,500.00, paid to the Settlement Class as described below; and the settlement administration expenses ("Maximum Settlement Amount"). The Parties agree the Maximum Settlement Amount will be fully paid out, with no residue returning to Defendant. At no time shall Defendant have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds until payment following final approval of the Settlement by the Court. All payments to Class Members and PAGA Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the service award and settlement administration expenses will be paid out of the Maximum Settlement Amount. Under no condition will Defendant's aggregate liability exceed the Maximum Settlement Amount, except that Defendant will pay the employer's share of the payroll taxes for the wage portion of the Settlement Awards in addition to the Maximum Settlement Amount. The "Net Settlement Amount," the amount available for potential distribution to Class Members, shall be calculated by deducting from the Maximum Settlement Amount: (i) all Class Counsel's attorneys' fees and litigation costs; (ii) the service award to the class representative; (iii) the PAGA penalty payment to the LWDA as described further below; and (iv) settlement administration expenses. Settlement Awards to the Class Members, and PAGA Shares to the PAGA Members, will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below. The entire Net Settlement Amount will be paid out *pro rata* to Class Members who do not opt out, and to all PAGA Members.

1 i. Settlement Awards to Class Members: Defendant, based on
2 Defendant's time clock records, will calculate the number of weeks worked by all Class Members
3 during the Class Period. The Settlement Administrator will calculate the amount to be paid to Class
4 Members on a per workweek basis as Settlement Awards by dividing the Net Settlement Amount
5 by the aggregate number of weeks worked by all Class Members. Partial workweeks will not be
6 counted; however, if a Class Member worked only one day as a Class Member, such Class Member
7 will be credited with having worked one workweek for purposes of the Settlement. Defendant's
8 workweek data will be presumed to be correct unless a particular Class Member proves otherwise
9 to the Settlement Administrator by credible written evidence. Defendant will provide time clock
10 data to the Settlement Administrator for resolution of any workweek dispute by a particular Class
11 Member. All workweek disputes will be resolved and decided by the Settlement Administrator, and
12 the Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
13 No claim form shall be required for Settlement Class Members to receive their Settlement Awards.

14 ii. Private Attorneys General Act Allocation: Subject to Court approval,
15 the Parties have agreed to allocate \$30,000.00 of the Maximum Settlement Amount to Plaintiff's
16 representative claims under PAGA. Seventy-five percent (75%) of this amount, or in other words
17 \$22,500.00, will be paid out of the Maximum Settlement Amount to the LWDA of the State of
18 California, and the remaining twenty-five percent (25%), or in other words \$7,500.00, will remain
19 included in the Net Settlement Amount. Defendant will calculate the number of weeks worked by
20 PAGA Members during the PAGA Period based on time clock data. Partial workweeks will not be
21 counted; however, if a PAGA Member worked only one day as a PAGA Member, such PAGA
22 Member will be credited with having worked one workweek for purposes of the Settlement.
23 Defendant's workweek data will be presumed to be correct unless a particular PAGA Member
24 proves otherwise to the Settlement Administrator by credible written evidence. Defendant will
25 provide time clock data to the Settlement Administrator for resolution of any workweek disputes by
26 a particular PAGA Member. All workweek disputes will be resolved and decided by the Settlement
27 Administrator, and the Settlement Administrator's decision on all workweek disputes will be final
28 and non-appealable. The amount to be paid per workweek to PAGA Members will be calculated by

the Settlement Administrator by dividing the Net PAGA Settlement Amount by the aggregate number of pay periods worked by PAGA Members. No claim form shall be required for PAGA Members to receive their PAGA Awards.

iii. Allocation of Settlement Awards: The Parties have agreed, based on the allegations in the Action, that individual Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: fifteen percent (15%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and eighty-five percent (85%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards ("PAGA Share(s)") for the PAGA Members will be paid from the PAGA Penalty Amount, after the required payment to the LWDA, as alleged penalties for which IRS Forms 1099-MISC will issue.

iv. Settlement Awards and PAGA Shares Do Not Trigger Additional Benefits: All Settlement Awards to Class Members, and all PAGA Shares to PAGA Members, shall be deemed to be income to such Class Members and PAGA Members solely in the year in which such awards actually are received by Class Members and PAGA Members. It is expressly understood and agreed that the receipt of such Settlement Awards and PAGA Shares will not entitle any Class Member or PAGA Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member or PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to the Class Members and the PAGA Members in connection with this Settlement, and that the Class Members and PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Awards and PAGA Shares (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

v. Attorneys' Fees and Litigation Costs: Subject to Court approval or modification, Defendant agrees to a payment, from the Maximum Settlement Amount, Class

Counsel's attorneys' fees and litigation costs as set forth in Paragraph 17 below.

vi. Class Representative: The Parties agree to the designation of Plaintiff as "Class Representative." Subject to Court approval, and subject to Plaintiff's execution of a general release of all claims under California Code of Civil Procedure section 1542, Defendant agrees to a payment to Plaintiff, from the Maximum Settlement Amount, an award at no additional cost to the Released Parties, ("Service Award"). The Service Award paid to the Class Representative cannot exceed \$5,000.00, is subject to Court approval, and is in addition to any claimed individual Settlement Award to which the Class Representative is entitled under this Stipulation of Settlement. The Service Award is to be part of, and to be deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-MISC for the Service Award to Plaintiff for Plaintiff's service as Class Representative, and Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Should the Court approve a Service Award to the Class Representative in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the Service Award set forth above shall be added to the Net Settlement Amount.

vii. Settlement Administrator: The Settlement Administrator will be mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed quote for settlement administration expenses which Plaintiff's Counsel agrees to request and to circulate to Defendant's Counsel. All settlement administration expenses shall be paid out of the Maximum Settlement Amount.

viii. Mailing of Settlement and PAGA Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members who have not opted out of the Settlement and have not previously released their claims as to Defendant, and the PAGA Awards to be mailed to PAGA Members, within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

ix. Potential Escalator Clause or Alternative Class Period End Date: For Settlement purposes and based on Class Member data presently available at the time of Settlement, Defendant represent that the Class Members consist of 474 employees who have worked 30,000

workweeks from December 5, 2022 to November 20, 2024. The Parties further agree that if the final number of workweeks from December 5, 2022 to November 20, 2024, which formed the basis of the Settlement, increase by more than ten percent (10%) above 30,000 workweeks (e.g., to greater than 33,000 workweeks), Defendant at its sole discretions shall either: (1) increase the Maximum Settlement amount by the proportional amount for the percentage of workweeks above ten percent (10%) (*i.e.*, by the percentage of workweeks above 33,000 workweeks); or (2) end the Class Period at the point in time where workweeks equal 33,000 workweeks.

d. Service Award to Plaintiff for Service as Class Representative: The Settlement Administrator will pay the Service Award approved by the Court to Plaintiff within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

e. Right to Rescission: If more than five percent (5%) of the Settlement Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement ("Class Notice"), Defendant shall have the right (but need not) in its sole discretion to rescind and void the Settlement, before final approval by the Court, by providing written notice to Class Counsel no later than fourteen (14) calendar days after the opt-out deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration incurred up to that date, but not to include Class Counsel's fees and costs.

SETTLEMENT ADMINISTRATION

16. The Settlement Administrator shall be mutually agreed upon by the Parties to perform the customary duties of Settlement Administrator, subject to Court approval. The Settlement Administrator will mail the Class and PAGA Notice to all Class Members and PAGA Members. The Settlement Administrator shall be granted reasonable access to Defendant's records to perform its duties, such as resolving workweek disputes, if necessary. At the request of Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue and send out Settlement Award checks to Class Members and PAGA Shares to PAGA Members. Tax treatment of the Settlement Awards and PAGA Shares will be as set forth herein and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties

shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out. The Settlement Administrator shall create and maintain a webpage, which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available, until the Effective Date. The website shall also include links to any other documents or information the Settlement Administrator deems necessary to perform its duties.

ATTORNEYS' FEES AND LITIGATION COSTS

17. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount, or in other words up to \$176,666.67, and attorneys' costs not to exceed \$20,000.00 from the Maximum Settlement Amount. Defendant will not object to Class Counsel's application for attorneys' fees and litigation costs up to these amounts. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the Maximum Settlement Amount shall be added to the Net Settlement Amount.

18. The attorneys' fees and litigation costs approved by the Court shall be paid to Class Counsel within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

NOTICE TO THE SETTLEMENT CLASS

19. The Class Action Settlement Notice shall be jointly drafted by the Parties, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this Settlement.

a. Within thirty (30) calendar days after preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class Members' and PAGA Members' names, last-known addresses, last-known telephone numbers, Social Security Numbers and the number of weeks worked during the Class Period and the PAGA Period based on Defendant's time clock data. The Parties agree the contact information and Social Security Numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to protect the confidential and private information. To the extent Class Counsel possesses or comes to possess the contact information and/or Social Security Numbers from the Settlement Administrator, Class Counsel shall return all such information (including copies and data or information derived therefrom) within seven (7) calendar days from the date the Court finally approves the Settlement, shall destroy all copies in any form of such information, and shall not retain, maintain or use such information for any purpose. The information provided for above shall be based on Defendant's payroll and other business records and in a format acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. The information will need to be provided to the Settlement Administrator by reasonable security measures and reasonably secure technology. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. Within forty-five (45) calendar days of preliminary approval of this Settlement, the Settlement Administrator will mail the Class and PAGA Notice to Class Members and PAGA Members.

b. Class and PAGA Notices returned to the Settlement Administrator as non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Settlement Administrator will do an NCOA check and will skip-trace return mail and re-mail within three (3) business days of receipt using the Class Member's Social Security Number; this search will be performed only once per Class Member by the Settlement Administrator. Class Members and PAGA Members will have a maximum of fifteen (15) calendar

days from the date of the re-mailing due to an undeliverable notice to cure the deficiency, or until the end of the opt out deadline, whichever is later. Upon completion of these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Class and PAGA Notice to the affected member of the Settlement Class. The affected member of the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

c. The Class and PAGA Notice shall also identify the procedures for opting out of or objecting to the Settlement.

d. Class Counsel shall provide to the Court, at least sixteen (16) court days before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due diligence, proof of mailing, and the outcome of the notice process with regard to the mailing of the Class and PAGA Notice.

ADMINISTRATION PROCESS

20. The Class Members will have forty-five (45) calendar days from the date of mailing in which to submit requests for exclusion ("opt out"). PAGA Members are not entitled to opt out of the PAGA portion of the Settlement as PAGA Members.

21. Defendant, on behalf of the Released Parties, will pay to the Settlement Administrator the Maximum Settlement Amount 30 calendar days after the Effective Date. Checks for Settlement Awards and PAGA Shares shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance; the Parties agree the Settlement Administrator will send one (1) reminder notice to all Class Members and PAGA Members who have not cashed the Settlement Award or PAGA Share check thirty (30) calendar days prior to the deadline; upon the deadline to cash the Settlement Award and PAGA Share checks, the checks will automatically be cancelled by the Settlement Administrator if not cashed by the Class Member or the PAGA Member within that time, at which point the Class Members' and PAGA Members' claims will be deemed void and of no further force or effect, and the Class Members' and PAGA Members' claims will remain released by the Settlement. The checks provided to Class Members and PAGA Members shall prominently

state the expiration date or a statement that the checks will expire in one hundred twenty (120) days, or alternatively, such a statement may be made in a letter accompanying the check. Expired Settlement Award and PAGA Share checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing. Any residue from uncashed Settlement Award or PAGA Share checks after the expiration date will be paid within fourteen (14) calendar days after the one hundred twenty (120)-day check cashing period expires pursuant to California Code of Civil Procedure section 384(b)(3) with 50 percent to Koinonia Family Services, a non-profit 501(c)(3) organization for child advocacy programs in the State of California, and 50 percent to Legal Aid at Work for labor rights advocacy programs in the State of California, as the *cy pres* recipients, subject to Court approval. Any residue received by Koinonia Family Services and Legal Aid at Work shall be ordered by the Court to be used solely for child advocacy and labor rights advocacy programs within the State of California pursuant to California Code of Civil Procedure section 384(b). Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendant with a report listing the amount of all payments to be made to each Class Member and PAGA Member. The Settlement Administrator will be responsible for making appropriate deductions, calculating and reporting the employer payroll taxes on the Settlement Awards and PAGA Shares, paying to Class Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class Representative any Court-approved Service Award, paying the LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above, paying the settlement administration expenses, meeting tax reporting obligations, and for issuing the individual Settlement Awards to Class Members and PAGA Shares to PAGA Members. Proof of compliance with the Court's final approval order will be provided to counsel for the Parties by the Settlement Administrator within twenty-one (21) days after all payment obligations, the check cashing deadline for Class Members, and payment to the *cy pres* beneficiary have passed.

OPTING OUT OF / OBJECTING TO THE SETTLEMENT

22. Opting Out of the Class Action Settlement. For those Class Members who do not wish to participate in the class action portion of the Settlement, such Class Members may exclude themselves by submitting a timely written request to the Settlement Administrator. PAGA Members

cannot opt out as a PAGA Member and release all Released PAGA Claims during the PAGA Period. The written request ("Request for Exclusion") should state that he/she has received the "Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement," he/she has decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the individual's full name and dates he/she worked as a Class Member for Defendant in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice to the Class Members. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

23. Objecting to the Class Action Settlement. Any individual who does not exclude himself/herself from the class action portion of the Settlement can object to the terms of the Settlement in writing before the deadline to object to the Settlement. To object, the individual must file a written objection and a notice of intention to appear at the Final Approval hearing with the Clerk of the San Mateo County Superior Court of the State of California and send copies to the Settlement Administrator, Class Counsel and counsel for Defendant. Any written objection must state each specific reason in support of the objection and any legal support for each objection. The individual must state his/her full name, address, date of birth, and dates he/she worked as a Class Member in California for Defendant. To be valid and effective, any written objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator, Class Counsel, and counsel for Defendant no later than forty-five (45) calendar days after the Settlement Administrator mails the Class and PAGA Notice. However, a Class Member may appear at the Final Approval hearing, either in person or through his/her own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If the Court rejects the objection, the individual will be bound by the terms of the Settlement.

RELEASE BY THE CLASS

24. Released Class Claims. Effective upon the date of final approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion fully release and discharge the Released Parties from all claims under state, federal, and local law that were or could have been reasonably asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2804 and 2698, *et seq.*, California Industrial Commission Wage Orders, Division of Labor Standards Enforcement Manual, 4.3.4, Cal. Code Regs., Title 8, section 11040, *et seq.*, California Employment Development Department guidance, 29 C.F.R. sections 778.110 and 778.111, California Business and Professions Code section 17200, *et seq.*, California Civil Code sections 3287 and 3289 and California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, on call time, off the clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, housing credit/value of housing/rent offset, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay sick pay wages, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action that arose during the Class Period (collectively “Released Class Claims”). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation and claims outside the Released Class Claims.

25. Released PAGA Claims. Effective upon the date of final approval by the Court of this Stipulation of Settlement, the claims to be released by Plaintiff and the PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2804 and 2698, *et seq.*, and the wage orders of the California Industrial Welfare Commission, based on the facts alleged in the Action (collectively “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members during the PAGA Period (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement and regardless of whether any such PAGA Member opts out or attempts to exclude themselves/himself/herself from the Settlement.

26. In addition to the Released Class Claims identified in Paragraph 24 and the Released PAGA Claims in Paragraph 25, Plaintiff agrees to execute a separate general release agreement to release the Released Parties from any and all claims, whether known or unknown, under all federal, state and local statutes, and federal and state common law (including but not limited to those for contract, tort and equity), except for workers’ compensation claims. Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by Plaintiff to exist may hereafter be discovered. It is Plaintiff’s intention to settle fully and release all

of the claims, except for workers' compensation claims, Plaintiff now have against the Released Parties, whether known or unknown, suspected or unsuspected.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

27. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to notify the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to request that all current Court deadlines be continued pending Court approval of the Settlement. Class Counsel agree to cease all affirmative communication (oral and written) with the putative class members, other than through Court-approved notices; this provision does not prevent Class Counsel from communicating with any Class Members or PAGA Member who may contact Class Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the San Mateo County Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to provide Defendant the opportunity to review, and to approve before filing, Plaintiff's Motion for Preliminary Approval. At the same time Plaintiff submits this Stipulation of Settlement to the San Mateo County Superior Court, Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA. Promptly upon execution of this Stipulation of Settlement and pursuant to Court's availability, Plaintiff shall apply to the Court for the entry of an order preliminarily approving the Settlement in a form that is mutually agreeable between the Parties and also provides for the following:

a. Scheduling a Final Fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and litigation costs, costs of administration, and the Class Representative' Service Award should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

b. Certifying a Settlement Class, Plaintiff as Class Representative and Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel;

c. Approving as to form and content the proposed Class and PAGA Notice;

d. Approving the manner and method for Class Members to request exclusion

1 from the Settlement as contained herein and within the Class and PAGA Notice;

2 e. Directing the mailing of the Class and PAGA Notice by first-class mail to the
3 Class Members and PAGA Members;

4 f. Preliminarily approving the Settlement subject only to the objections of Class
5 Members and PAGA Members, and final review by the Court; and

6 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
7 other cases, claims, suits, or administrative proceedings (including filing claims with the Division
8 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the
9 Released Class Claims, unless and until such Class Members have filed valid Requests for Exclusion
10 with the Settlement Administrator and the time for filing Requests for Exclusion with the Settlement
11 Administrator has elapsed.

12 (h) The Preliminary Approval Order shall be in substantially the same form and
13 substance set forth as **Exhibit 2** to this Settlement.

14 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

15 28. Class Counsel agreed to return all confidential documents, lists and data in all forms
16 and formats (originals and copies) within seven (7) calendar days from final Court approval of the
17 Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and to approve before
18 filing, Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel
19 agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and
20 substantially in the same form and substance set forth as **Exhibit 3** to this Settlement, and provides
21 for the following:

22 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable,
23 and adequate, and directing consummation of its terms and provisions;

24 b. Approving Class Counsel's application for an award of attorneys' fees and
25 litigation costs;

26 c. Approving the Service Award to the Class Representative; and

27 d. Entering judgment in accordance with California Rules of Court,
28 rule 3.769(h).

1 PARTIES' AUTHORITY

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

4 MUTUAL FULL COOPERATION

5 30. The Parties agree to fully cooperate with each other to accomplish the terms of this
6 Stipulation of Settlement, including but not limited to execution of such documents and taking such
7 other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
8 The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of
9 Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to
10 effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after
11 execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation
12 of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this
13 Stipulation of Settlement.

14 31. The Parties and their respective counsel agree that they will not attempt to encourage
15 or discourage Class Members from filing Requests for Exclusion.

16 NO PRIOR ASSIGNMENTS

17 32. The Parties and their counsel represent, covenant, and warrant that they have not,
18 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
19 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action
20 or right herein released and discharged except as set forth herein.

21 NO ADMISSION

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

27 ENFORCEMENT ACTIONS

28 34. The Parties agree that the San Mateo County Superior Court shall retain jurisdiction

1 to enforce the terms of this Settlement pursuant to California Code of Civil Procedure section 664.6.
2 In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or
3 other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of
4 Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful
5 Party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable
6 attorneys' fees and litigation costs, including expert witness fees, incurred in connection with any
7 enforcement actions.

8 NOTICES

9 35. Unless otherwise specifically provided herein, all notices, demands or other
10 communications given hereunder shall be in writing and shall be deemed to have been duly given as
11 of the third (3rd) business day after mailing by United States registered or certified mail, return
12 receipt requested, addressed as follows:

13 **To Plaintiff and the Settlement Class**

14 Mehrdad Bokhour
15 BOKHOUR LAW GROUP, P.C.
16 1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

17 Joshua S. Falakassa
18 FALAKASSA LAW, P.C.
19 1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

20 **To Defendant**

21 Cary G. Palmer
22 Taryn A. McLaughlin
23 JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

24 NO PUBLIC COMMENT

25 36. The Class Representative and Class Counsel will not make any public disclosure of
26 the Settlement, except through Court filings to preliminary and finally approve the Settlement. Class
27 Counsel will take all steps necessary to ensure that the Class Representative are aware of, and will
28 ensure that the Class Representative adhere to, the restriction against any public disclosure of the

Settlement. Following preliminary Court approval of the Settlement, the Class Representative and Class Counsel will not initiate any communications (directly or indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class Representative and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court. Class Counsel will take all steps reasonably necessary to ensure that the Class Representative are aware of, and will ensure that he will adhere to, the restriction against any media comment on the Settlement and its terms.

CONSTRUCTION

37. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of arms-length negotiations and private mediation between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

39. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

40. This Stipulation of Settlement and the Confidential Memorandum of Understanding contain the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are

merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

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

CLASS MEMBER SIGNATORIES

42. It is agreed that because the Class Members and PAGA Members are so numerous, it is impossible or impractical to have Class Members and PAGA Members execute this Stipulation of Settlement. The Class and PAGA Notice will advise all Class Members and PAGA Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA Member.

NO PROSECUTION OF RELEASED CLASS CLAIMS UNLESS OPTED OUT

43. To facilitate administration of the Settlement pending final approval, the Parties agree Plaintiff and all Class Members are enjoined from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Class Claims against the Released Parties unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for opting out of the Released Class Claims has elapsed; this provision is intended to provide all Class Members the opportunity to participate in or to opt out of the Settlement, and to ensure finality of the Settlement and the Released Claims to the fullest extent permitted by law.

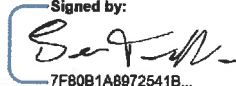
COUNTERPARTS

44. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below.

Plaintiff and Class Representative

Dated: 2/12/2025

Signed by:
By: 
7F80B1A8972541B...
Sean Vanderveen

Defendant

WOODMONT REAL ESTATE SERVICES, L.P.

Dated: 2/13/2025

By: 
Authorized Officer or Agent

APPROVED AS TO FORM:

BOKHOUR LAW GROUP, P.C.

Dated: 2/12/2025

Signed by:
By: 
7D8D3643F271840F...
Mehrdad Bohkour
Attorneys for Plaintiff Sean Vanderveen,
Class Members and PAGA Members

FALAKASSA LAW, P.C.

Dated: 2/12/2025

DocuSigned by:
By: 
10A828B2C8A149C...
Josh Falakassa Law, P.C.
Attorneys for Plaintiff Sean Vanderveen,
Class Members and PAGA Members

JACKSON LEWIS P.C.

Dated: 3/05/2025

By: 
Cary G. Palmer
Taryn A. McLaughlin
Attorneys for Defendant
Woodmont Real Estate Services, L.P.

EXHIBIT 1

NOTICE OF SETTLEMENT OF CLASS AND PAGA ACTION

Sean Vanderveen v. Woodmont Real Estate Services, L.P.
Superior Court of the State of California, County of San Mateo
Case No. 23-CIV-05747

ATTENTION: ALL PERSONS EMPLOYED BY WOODMONT REAL ESTATE SERVICES, L.P. AS NON-EXEMPT EMPLOYEES IN CALIFORNIA FROM DECEMBER 5, 2022 TO FEBRUARY 24, 2025:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for San Mateo County entered [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of San Mateo on behalf of all persons currently and formerly employed by Woodmont Real Estate Services, L.P. ("Defendant") as non-exempt employees in California from December 5, 2022 to February 24, 2025 (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

All Class Members who worked any hours for Defendant in California during any workweek from December 5, 2022 to February 24, 2025 are aggrieved employees with respect to the California Private Attorneys General Act ("PAGA") ("PAGA Members"), and will be paid their PAGA Share and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

The "Released Parties" in the Action include: (i) Defendant; (ii) each of Defendant's past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, and any corporation, limited liability company or partnership; (iii) each of Defendant's past and present board members, director, officers, agents, attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California during the Class Period and/or PAGA Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On December 5, 2023, Sean Vanderveen ("Plaintiff" and "Class Representative") filed a complaint against Defendant in the San Mateo County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California alleging claims of failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to pay all sick time, failure to provide accurate itemized wage statements, waiting time penalties, failure to reimburse for necessary business expenditures, and unfair competition. On March 26, 2024, Plaintiff filed his First Amended Complaint, alleging a single claim for civil penalties under PAGA. On [REDACTED], Plaintiff filed his Second Amended Complaint, alleging all Released Class Claims (defined below) and Released PAGA Claims (defined below) ("Operative Complaint" or "Action").

The Parties engaged in arms-length settlement negotiation and private mediation. Without an admission of liability or wrongdoing, the Parties reached a settlement at mediation. The class period is from December 5, 2022 to February 24, 2025 (the "Class Period"). The PAGA period is from December 5, 2022 to February 24, 2025 (the "PAGA Period").

Plaintiff's Operative Complaint alleges a failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to pay all sick time, failure to provide accurate itemized wage statements, waiting time penalties, failure to reimburse for necessary business expenditures, and unfair competition, and a PAGA cause

of action, on behalf of all persons currently and formerly employed by Defendant as non-exempt employees in California from December 5, 2022 to February 24, 2025. Plaintiff's Operative Complaint seeks recovery of compensatory damages, restitution, penalties, interest, and attorneys' fees and costs. Defendant denies all claims and denies that Plaintiff and the Class Members and PAGA Members are entitled to any recovery.

The Action has been actively litigated. There have been investigations and there has been an exchange of extensive documentation and data. Furthermore, the Parties participated in arms-length settlement negotiations and private mediation. Based upon the negotiations and mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached the Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant ("Joint Stipulation" or "Settlement"), which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$530,000.00 for all claims, attorneys' fees and costs, the service award, penalties of any nature, including PAGA penalties and settlement administration expenses ("Maximum Settlement Amount"). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which equals \$176,666.67, attorneys' costs not to exceed \$20,000.00, a Service Award to the Class Representative not to exceed \$5,000.00, the fees and expenses of the settlement administrator estimated not to exceed \$ [REDACTED], and \$22,500.00 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period.

This notice includes for each Class Member the number of weeks each Class Member worked during the Class Period based upon each Class Member's time clock data, and their/his/her estimated Settlement Award. This notice will also list for each PAGA Member the number of weeks worked during the PAGA Period based upon each PAGA Member's time clock data.

B. Settlement Formula, and Settlement Awards

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: fifteen percent (15%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and eighty-five percent (85%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards ("PAGA Share(s)") for the PAGA Members will be paid from the PAGA Penalty Amount, after the required payment to the LWDA, as alleged penalties for which IRS Forms 1099-MISC will issue. Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records

Defendant will calculate the number of weeks worked by all Class Members during the Class Period, and the number of weeks worked by PAGA Members during the PAGA Period, based on each person's time clock data. Partial workweeks will not be counted; however, if a Class Member or PAGA Member worked only one day as a Class Member or PAGA Member, such Class Member or PAGA Member will be credited with having worked one workweek for purposes of the Settlement. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator.

D. Release of Claims

The Joint Stipulation contains a release, which releases Defendant and the Released Parties from all claims under state, federal and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the Complaint in the Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2804 and 2698, *et seq.*, California Industrial Commission Wage Orders, Division of Labor Standards Enforcement Manual, 4.3.4, Cal. Code Regs., Title 8, section 11040, *et seq.*, California Employment Development Department guidance, 29 C.F.R. sections 778.110 and 778.111, California Business and Professions Code section 17200, *et seq.*, California Civil Code sections 3287 and 3289 and California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, on call time, off the clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, housing credit/value of housing/rent offset, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay sick pay wages, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action that arose during the Class Period (collectively, “Released Class Claims”). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation and claims outside the Released Class Claims.

The claims to be released by PAGA Members, include all claims arising during the PAGA Period seeking civil penalties under PAGA that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2804 and 2698, *et seq.*, and the wage orders of the California Industrial Welfare Commission, based on the facts alleged in the Action (collectively, “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members from December 5, 2022 to February 24, 2025 (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement, and regardless of whether any PAGA Member opts out of the Released Class Claims. PAGA Members are not permitted to opt out of the Released PAGA Claims.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendant’s time clock records as to the number of weeks worked, any documentation supporting such dispute must be submitted by the Class Member or PAGA Member to the Settlement Administrator. Defendant’s records, time clock data and any additional evidence will be provided to and reviewed by the Settlement Administrator in the event of a dispute about the number of weeks worked by a Class Member or PAGA Member. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, the Plaintiff and Class Representative will receive an Enhancement Award up to \$5,000.00. This payment will be made for his service as Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel’s costs or paying Defendant’s attorneys’ fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys’ Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel’s attorneys’ fees and costs to be set by the Court, up to a maximum of thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which equals \$176,666.70, and attorneys’ costs not to exceed \$20,000.00. Class Counsel’s attorneys’ fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from Class Action Portion of the Settlement

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (*i.e.*, “opt out”) by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect (“Request for Exclusion”). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail, or the equivalent, to:

Telephone: _____

The Request for Exclusion must be postmarked no later than _____. If you submit a Request for Exclusion which is not postmarked by _____, your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself as a Class Member and may not exclude yourself as a PAGA Member.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating as a Class Member in the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits as a Class Member from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. PAGA Members are not entitled to opt out of the Released PAGA Claims and will receive their PAGA Share regardless of whether they/he/she opt(s) out as a Class Member.

B. Objection to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for _____, _____ Department 3. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the _____, and send copies to the Settlement Administrator, and Counsel as follows:

CLASS COUNSEL

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court, _____, and delivered to the Settlement Administrator and each of the above-listed attorneys no later than forty-five (45) calendar days after the Settlement Administrator mails this Class Notice to the Class Members. **DO NOT TELEPHONE THE COURT.**

A Class Member may appear at the Final Approval Hearing either in person or through their own counsel, and may object to the Settlement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the San Mateo County Superior Court and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than forty-five (45) days after the Settlement Administrator mails this Class Notice to Class Members. You will then continue as a Class Member either *in propria persona*

or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] a.m./p.m. (Pacific Time) on [REDACTED], in Department 3, Superior Court of the State of California for the County of San Mateo, [REDACTED], or such other later date as the Court may authorize. You may also learn more about making a remote appearance in this matter by reviewing the webpage located at [www.\[REDACTED\]](http://www.[REDACTED]).

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. Further, each and every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims. In addition, Class Members and PAGA Members will be barred from suing Defendant and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though it never existed.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 3 of the Superior Court of the State of California in and for the County of San Mateo, [REDACTED], on [REDACTED], at [REDACTED] a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED] and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-three and one-third percent (33 1/3%) of the Settlement for attorneys' fees, which equals \$176,666.67, and not more than \$20,000.00 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant ("Joint Stipulation or "Settlement"), which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the San Mateo County Superior Court, at [REDACTED]. You may also visit [www.\[REDACTED\]](http://www.[REDACTED]), which will include links to the Joint Stipulation, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Mehrdad Bokhour, Esq.
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Telephone: (310) 975-1493
Facsimile: (310) 675-0861

Joshua S. Falakassa
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Telephone: (818) 456-6168
Facsimile: (888) 505-0868

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT**

EXHIBIT 2

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

SEAN VANDERVEEN, on behalf of the
State of California, as a private attorney general,

Plaintiff,

v.

WOODMONT REAL ESTATE SERVICES,
L.P., a California Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. 23-CIV-05747

Assigned to the Hon. Susan L. Greenberg

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

Complaint Filed: December 5, 2023
FAC Filed: March 26, 2024
Trial Date: Not Set

1 Plaintiff Sean Vanderveen's Motion for Preliminary Approval of Class Action and PAGA
2 Settlement ("Motion") came before this Court on [REDACTED], in Department 3 before the
3 Honorable Susan L. Greenberg, presiding.

4 The Court having considered the papers submitted in support of the Motion and good cause
5 appearing therefor,

6 IT IS HEREBY ORDERED:

7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
9 Release ("Stipulation of Settlement" and "Settlement") filed with the Motion. All terms used herein
10 shall have the same meaning as defined in the Stipulation of Settlement.

11 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate
12 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears
13 to be presumptively valid, subject only to any objections that may be raised at the final fairness
14 hearing and final approval by this Court.

15 3. A final fairness hearing on the question of whether the proposed Settlement,
16 attorneys' fees and costs to Class Counsel, Class Representative's Service Award, penalties of any
17 nature and costs of settlement administration should be finally approved as fair, reasonable and
18 adequate as to the members of the Class is scheduled in Department 3 on the date and time set forth
19 in the Implementation Schedule in Paragraph 10 below.

20 4. This Court approves, as to form and content, the Notice of Proposed Class Action
21 and PAGA Settlement and Hearing Date for Final Court Approval of Settlement ("Class Notice")
22 (Exhibit 1). The Court approves the procedure for Class Members to opt out of and to object to the
23 Settlement as set forth in the Stipulation of Settlement and Class Notice.

24 5. For settlement purposes only, the Court certifies the following Settlement Class: all
25 persons employed by Defendant in California as a non-exempt hourly employee from December 5,
26 2022 to February 24, 2025 ("Settlement Class" and "Class Members"). The Settlement Class,
27 however, shall not include any person who previously settled or released any of the claims covered
28 by this Settlement, any person who previously was paid or received awards through civil or

1 administrative actions for the claims covered by this Settlement, or any person who submits
2 a timely and valid Request for Exclusion as provided in this Settlement.

3 6. For settlement purposes only, the Court certifies the following as PAGA Members:
4 all Class Members who worked any hours for Defendant in California from December 5, 2022 to
5 February 24, 2025, and will be paid their PAGA Share and release the “Released PAGA Claims”
6 as provided in the Settlement regardless of whether they submit a timely and valid Request for
7 Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from, or to
8 opt out of, the Released PAGA Claims.

9 7. The Court preliminarily appoints the named Plaintiff, Sean Vanderveen, as the Class
10 Representative, and Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua Falakassa of
11 Falakassa Law, P.C. as Class Counsel.

12 8. The Court directs the mailing of the Class Notice by first-class mail to the Class
13 Members in accordance with the Implementation Schedule set forth in Paragraph 10 below. The
14 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
15 Implementation Schedule, meet the requirements of due process and provide the best notice
16 practicable under the circumstances and shall constitute due and sufficient notice to all persons
17 entitled thereto.

18 9. The Court hereby preliminarily approves the definition and disposition of the Gross
19 Settlement Amount of \$530,000, which is inclusive of payment of Attorneys’ Fees not to exceed
20 \$176,666.67, which is one-third of the Settlement Amount, Costs not to exceed \$20,000, Service
21 Award not to exceed \$5,000 to Plaintiff, PAGA civil penalties of \$30,000 (of which 75% or \$22,500
22 will be paid to the Labor and Workforce Development Agency and 25% or \$7,500 will be paid to
23 PAGA Members) and Settlement Administration Costs not to exceed \$7,500. Defendants shall pay
24 the employer’s share of payroll taxes on the portion of the Settlement Amount payable to
25 Participating Class Members as wages, in addition to the Settlement Amount as provided in the
26 Settlement.

27 10. It is ordered that the Settlement Class is preliminarily certified for settlement
28 purposes only.

11. The Court confirms the appointment of [REDACTED] as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for opting out of the class has elapsed.

13. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member and PAGA Member Information to Settlement Administrator	30 calendar days after Order Granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and PAGA Members	45 calendar days after Order Granting Preliminary Approval
c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of Class Notice
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline
e.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of Class Notice
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Service Award	16 Court days before Final Approval Hearing
g.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing
h.	Final Fairness Hearing and Final Approval	Date: [REDACTED] Time: [REDACTED] Department: [REDACTED] Dept: [REDACTED]

i.	Deadline for Defendant to fund the Maximum Settlement Amount	30 calendar days after Effective Date
j.	Deadline for Settlement Administrator to mail Settlement Awards and Service Award, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	35 calendar days after Effective Date
k.	Deadline for Class Members and PAGA Members to cash Settlement checks (if Settlement is Effective)	120 calendar days after Settlement Administrator mails Settlement Awards and Enhancement Award
l.	Deadline for Settlement Administrator to distribute uncashed Settlement checks amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	14 calendar days after deadline for class members to cash Settlement checks
m.	Settlement Administrator to File Proof of Payment of Settlement Awards, Service Award, Attorneys' Fees and Costs, <i>cy pres</i> payment, and payment to LWDA (if Settlement is Effective)	21 calendar days after deadline for Settlement Administrator to pay any unclaimed residue from uncashed Settlement checks to <i>cy pres</i> beneficiary

IT IS HEREBY ORDERED.

Dated: _____

HONORABLE SUSAN L. GREENBERG
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

SEAN VANDERVEEN, on behalf of the
State of California, as a private attorney general,

Plaintiff,

v.

WOODMONT REAL ESTATE SERVICES,
L.P., a California Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. 23-CIV-05747

Assigned to the Hon. Susan L. Greenberg

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
JUDGMENT**

Complaint Filed: December 5, 2023
FAC Filed: March 26, 2024
Trial Date: Not Set

1 The above-referenced Class Action and PAGA Representative Action (“Action”) having
2 come before the Court on [REDACTED], in Department 3 before the Honorable Susan L.
3 Greenberg, presiding for a hearing and Order Granting Final Approval of Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), filed and entered [REDACTED], and as set forth in the Joint
6 Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of Settlement”) in this
7 Action, and due and adequate notice having been given to all Class Members and PAGA Members
8 as required in the Preliminary Approval Order, and the Court having considered all papers filed and
9 proceedings had herein and otherwise being fully informed, and good cause appearing therefor,

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

11 1. All terms used herein shall have the same meaning as defined in the Stipulation of
12 Settlement.

13 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
14 “Settlement Class” and “Class Members” shall mean all persons employed by Defendant in
15 California as a non-exempt employee from December 5, 2022 to February 24, 2025. The
16 Settlement Class, however, shall not include any person who previously settled or released the
17 claims covered by this Settlement, or any person who previously was paid or received awards
18 through civil or administrative actions for the claims covered by this Settlement, or any person who
19 submitted a timely and valid Request for Exclusion as provided in this Settlement. The “Class
20 Period” shall be December 5, 2022 to February 24, 2025. All Class Members who worked any
21 hours for Defendant in California during any pay period from December 5, 2022 to February 24,
22 2025 are aggrieved employees with respect to the California Private Attorneys General Act
23 (“PAGA”) (“PAGA Members”). PAGA Members will be paid their PAGA Share and release the
24 Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion
25 from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of,
26 the Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,
27 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:
28 (i) Defendant; (ii) each of Defendant’s past and present parents, subsidiaries, partners, affiliates

1 and clients, including, without limitation, and any corporation, limited liability company or
2 partnership; (iii) each of Defendant's past and present board members, director, officers, agents,
3 employees, attorneys, insurers, members, clients, partners, managers, contractors, agents,
4 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
5 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
6 jointly liable with any of the foregoing.

7 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
8 to this Action, including all Class Members and PAGA Members.

9 4. Distribution of the Class and PAGA Notice directed to the Class Members and
10 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein
11 has been completed in conformity with the Preliminary Approval Order, including notice to all
12 Class Members and PAGA Members who could be identified through reasonable effort, and is the
13 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
14 adequate notice of the proceedings and of the matters set forth therein, including the proposed
15 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA
16 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
17 Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered
18 by and included within the Settlement and this Final Order.

19 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
20 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
21 that the Settlement is fair, adequate and reasonable and that Plaintiff have satisfied the standards
22 and applicable requirements for final approval of this class action Settlement under California
23 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
24 of Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior*
25 *Court* (1971) 4 Cal.3d 800, 821.

26 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
27 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
28 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been

1 reached as a result of arms-length negotiations and private mediation. The Court further finds that
2 the Parties have conducted investigation and research, and counsel for the Parties are able to
3 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
4 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
5 the further prosecution of the Action. The Court has reviewed the benefits that are being granted
6 as part of the Settlement and recognizes the significant value to the Class Members and PAGA
7 Members. The Court also finds that the Class is properly certified as a class for settlement purposes
8 only.

9 7. As of the date of entry of this Final Order, each and every Released Claim
10 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member
11 is and shall be deemed to be conclusively released as against the Released Parties. As of the date
12 of this Final Order, the Class Representative and each and every Class Member who have not
13 submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from
14 prosecuting the Released Claims, except as to such rights or claims as may be created by the
15 Settlement, against Defendant and the Released Parties from any and all claims under state, federal
16 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
17 Action based on the factual allegations contained in the operative Complaint in this Action and any
18 amendments thereto, as to the Class Members, including without limitation, California Labor Code
19 sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174,
20 1174.4, 1174.5, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2804 and 2698, *et*
21 *seq.*, California Industrial Commission Wage Orders, Division of Labor Standards Enforcement
22 Manual, 4.3.4, Cal. Code Regs., Title 8, section 11040, *et seq.*, California Employment
23 Development Department guidance, 29 C.F.R. sections 778.110 and 778.111, California Business
24 and Professions Code section 17200, *et seq.*, California Civil Code sections 3287 and 3289 and
25 California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged
26 unpaid wages, on call time, off the clock work, minimum wages, hours worked, overtime or double
27 time wages, regular rate of pay, bonus and incentive pay, housing credit/value of housing/rent
28 offset, timely payment of wages during employment, timely payment of wages at separation, wage

1 statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and
2 meal period premiums, rest breaks and rest break premiums, failure to pay sick pay wages, failure
3 to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits
4 for payments received under the Settlement, unfair competition, unfair business practices, unlawful
5 business practices, fraudulent business practices, class actions, representative actions, aggrieved
6 party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties,
7 waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in
8 the Action that arose during the Class Period (collectively “Released Class Claims”). Expressly
9 excluded from the release are claims for retaliation, discrimination, unemployment insurance,
10 disability, workers compensation and claims outside the Released Class Claims. In addition, as of
11 the date of this Final Order, the Class Representative and the Settlement Class, and each member
12 of the Class who has not submitted a valid Request for Exclusion, are forever barred and enjoined
13 from instituting or accepting damages or obtaining relief against the Released Parties for any period
14 from December 5, 2022 to February 24, 2025 (“Class Release Period”).

15 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
16 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
17 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
18 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA
19 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
20 the LWDA letter, including but not limited to all claims arising under the California Labor Code
21 including, but not limited to, sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3,
22 246, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198,
23 1199, 2800-2804 and 2698, *et seq.*, and the wage orders of the California Industrial Welfare
24 Commission, based on the facts alleged in the Action (collectively “Released PAGA Claims”). The
25 Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all
26 PAGA Members from December 5, 2022 to February 24, 2025 (“PAGA Release Period”), and for
27 the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates
28 (cashes) their/his/her settlement checks sent pursuant to the Settlement. PAGA Members cannot

1 and do not have the right to opt out of the PAGA Group and/or release their PAGA claims against
2 the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to
3 their/his/her standing and/or inclusion in the PAGA Group assuming they/he/she qualify(ies) as a
4 PAGA Member.

5 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
6 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
7 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
8 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
9 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
10 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
11 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
12 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
13 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
14 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
15 action or proceeding in any court, administrative agency or other tribunal for any purpose
16 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
17 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
18 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
19 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
20 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
21 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
22 Released Class Claims and the Released PAGA Claims.

23 10. The Court hereby enters judgment in the entire Action as of the filing date of this
24 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
25 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
26 interpretation, implementation and enforcement of the Settlement and all orders entered in
27 connection therewith pursuant to California Code of Civil Procedure section 664.6.

28 11. The Court finds the settlement payments provided for under the Settlement to be fair

1 and reasonable in light of all of the circumstances. The Court orders the calculations and the
2 payments to be made and administered in accordance with the terms of the Settlement.

3 12. The Court hereby confirms Mehrdad Bokhour of Bokhour Law Group, P.C. and
4 Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel for the Settlement Class and for all
5 PAGA Members.

6 13. The Court further finds that the common fund doctrine is applicable to this Action
7 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be
8 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
9 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
10 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
11 Court finds the attorneys’ fees request of thirty-three and one-third percent (33 1/3%) of the
12 Maximum Settlement Amount to be appropriate compensation for Class Counsel. The attorneys’
13 fees request is within the range that has been approved by other courts in similar cases and
14 reasonable in light of the circumstances of this Action, the substantial and beneficial results
15 obtained on behalf of the Class, and the contingent nature of the recovery over the course of this
16 Action, which included potential loss at summary judgment, certification and/or trial proceedings.
17 Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by
18 Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount of \$176,666.70
19 and attorneys’ costs in the amount of \$20,000.00, from the Maximum Settlement Amount as final
20 payment for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or
21 owed to Class Counsel and any other person or entity related to this Action. The Court further
22 orders that the award of attorneys’ fees and costs set forth in this Paragraph shall be administered
23 pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the
24 bank account of “Bokhour Law Group, P.C. and Falakassa Law, P.C.” as Class Counsel in this
25 Action. The Court further orders that the allocation of the fees and costs between Class Counsel is
26 based on a separate agreement between Class Counsel that is independent and does not affect the
27 finality of this Final Order.

28 14. The Court also hereby approves and orders payment of a Service Award to Plaintiff

1 and Class Representative Sean Vanderveen in the amount of \$5,000.00 from the Maximum
2 Settlement Amount.

3 15. The Court also hereby approves and orders payment in the amount of \$22,500.00
4 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and
5 Workforce Development Agency.

6 16. The Court also hereby approves and orders payment from the Maximum Settlement
7 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
8 , in the amount of \$.

9 17. The Court also hereby approves and orders that any residue from uncashed
10 settlement award checks after the expiration date will be paid out with 50 percent to Koinonia
11 Family Services and 50 percent to Legal Aid at Work, as the *cy pres* recipients pursuant to
12 California Code of Civil Procedure section 384(b); any residue received by Koinonia Family
13 Services shall be used solely for child advocacy programs within the State of California, and any
14 residue received by Legal Aid at Work shall be used solely for labor rights advocacy programs
15 within the State of California, pursuant to Code of Civil Procedure section 384(b).

16 18. The Court also hereby finds and orders that the Stipulation of Settlement is and
17 constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendant
18 and the Released Parties.

19 19. Provided the Settlement becomes effective under the terms of the Stipulation of
20 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
21 Settlement Awards, attorneys' fees and costs, and Service Award is as set forth in the
22 Implementation Schedule within the Preliminary Approval Order.

23 20. The Court also hereby finds that there were no objections to the Settlement raised
24 by any person on the record at the hearing on the Final Approval Order.

25 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**

26
27 Dated: _____

28 _____
HONORABLE SUSAN L. GREENBERG
JUDGE OF THE SUPERIOR COURT