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8 Attorneys for Plaintiff Daimen Wagner and
9 Class Counsel

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

13 DAIMEN WAGNER, on behalf of himself
14 and all “aggrieved employees” pursuant to
15 Labor Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 PARK PLACE ASSET MANAGEMENT, A
19 CALIFORNIA LIMITED PARTNERSHIP, a
20 California limited partnership, BARCELONA
21 APARTMENTS INVESTORS, A
22 CALIFORNIA LIMITED PARTNERSHIP, a
23 California limited partnership, and DOES 1
24 through 10, inclusive,

25 Defendants.

Case No. 24CV013347

Assigned to Hon. Jill Talley, Dept. 23

**DECLARATION OF EVAN S. GAINES
IN SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
UNOPPOSED APPLICATION FOR
APPROVAL OF ATTORNEYS’ FEES
AND COSTS, CLAIMS
ADMINISTRATION FEES, AND CLASS
REPRESENTATIVE’S ENHANCEMENT
PAYMENT**

Date: April 3, 2026

Time: 9:00 a.m.

Dept.: 23

Complaint Filed: July 5, 2024

1 I, EVAN S. GAINES, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of
3 California. I am a shareholder of Gaines Law Corporation, counsel for Plaintiff Daimen
4 Wagner ("Plaintiff") and Class Counsel in this action. I have personal knowledge of the
5 facts set forth herein and if called as a witness to testify to them, could and would do so
6 competently.

7 **Class Counsel's Experience and Recommendation:**

8 2. I obtained my BA degree from the University California at Santa Barbara
9 in 2005. I majored in Film Studies.

10 3. Thereafter, I attended the Michigan State University College of Law
11 ("MSU"). At MSU, I was the recipient of jurisprudence awards (highest grade) in Client
12 Counseling and Interviewing and Complex Civil Litigation. At MSU, I focused my
13 studies on complex litigation. I earned my JD and became a member of the California Bar
14 in 2012.

15 4. After becoming a member of the Bar, I practiced law with my father
16 (Kenneth S. Gaines) and brother (Daniel F. Gaines) at Gaines & Gaines, APLC. In
17 January 2024, I started my own law firm, Gaines Law Corporation. My practice
18 specializes in litigation, with an emphasis in employment disputes like this one. Over
19 95% of my practice is devoted to complex employment litigation similar to the instant
20 action.

21 5. My firm has represented employees in employment matters such as this
22 one, with an emphasis in wage and hour issues. I have participated, and have been
23 certified as Court-approved class counsel, in dozens of class and representative action
24 matters since my admission to the Bar. A true and correct list of some of the cases in
25 which I have been appointed as class counsel is attached hereto as **Exhibit A**.

26 6. Based on my years of experience and my own independent investigation
27 and evaluation, I am of the opinion that the recovery for each settlement Class Member is

1 on very fair, reasonable, and adequate terms. I am familiar with class action settlements
2 involving employment wage and hour claims similar to those at issue in this lawsuit,
3 including claims for the alleged failure to pay all wages due upon separation of
4 employment and issue accurate itemized wage statements and related claims. Based on
5 my extensive experience, and factoring in the unique nuances of this case, I am of the
6 opinion that the settlement reached here is on very fair and favorable terms.

7 7. Based on my experience, I believe that I have a strong understanding of
8 the trends in the value of settlements in these types of cases. My opinion takes into
9 consideration the amounts received in other similar employment class actions, the risks
10 inherent in litigation of this genre, and the reasonable tailoring of each settlement Class
11 Member's claim to the amounts received. Based on that knowledge, I am of the opinion
12 the settlement is fair, reasonable and adequate and is in the best interests of the settlement
13 Class.

14 **Background and Procedural History**

15 8. On July 5, 2024, Plaintiff filed his Representative Action Complaint
16 pursuant to Labor Code Private Attorneys General Act of 2004 ("PAGA") alleging
17 representative claims seeking civil penalties.

18 9. This Complaint followed April 29, 2024 and May 1, 2024, letters to the
19 Labor and Workforce Development Agency ("LWDA") to exhaust Plaintiff's remedies
20 pursuant to the PAGA.

21 10. Pursuant to the Parties Settlement, on March 12, 2025 filed an amended
22 complaint adding standalone class action claims asserting class claims against Defendants
23 for (1) failure to pay all wages due (Labor Code §§ 221, 226.7, 227.3, 246, 510, 512,
24 1194, and 1194.2); (2) failure to provide meal periods or compensation in lieu thereof
25 (Labor Code §§ 226.7 and 512; IWC wage order 4-2001); (3) failure to provide rest
26 periods or compensation in lieu thereof (Labor Code § 226.7; IWC Wage order 4-2001);
27 (4) failure to comply with itemized employee wage statement provisions (Labor Code §

226(a), (e)); (5) failure to timely pay wages due at the separation of employment (Labor Code §§ 201-203); (6) Violations of Business and Professions Code §§ 17200 et seq.; and (7) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the Action.

Class Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:

11. Since the inception of the Action, the Parties have engaged in informal discovery. Among other things, Defendants provided Plaintiff with copies of policies applicable to Class Members and Plaintiff's claims and relevant pay data for Class Members.

12. The Parties engaged in extensive discussions about the respective strengths and weaknesses of their claims and defenses. On February 18, 2025, the Parties met with mediator Doug Leach, Esq. to attempt to resolve the lawsuit, including individual termination-related claims brought by Daimen Wagner. The Parties agreed, subject to approval by the Court, to the Settlement of the lawsuit, as well as Plaintiff's individual wage and hour claims and termination-related claims. The Parties further agreed to enter into their Settlement Agreement to memorialize their settlement of the lawsuit.

13. The Parties thereafter amended their settlement pursuant to the Court's concerns expressed in its September 18, 2025 tentative ruling questioning the tax treatment of class member payments, which the Parties adjusted.

14. The settlement discussions were conducted at arm's-length. Based on his own independent investigation and evaluation, I am of the opinion (and will so represent to the Court) that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the

1 defenses asserted by Defendants. Defendants and their counsel also agree (and will so
2 represent to the Court) that this settlement is fair and in the best interests of the
3 Defendants and the Settlement Class.

4 15. The Parties thereafter jointly prepared the Settlement. A true and correct
5 copy of the Amended Settlement Agreement and Release of Claims are attached hereto as
6 **Exhibit B.**

7 **Settlement Terms:**

8 16. The Settlement provides that (a) the Court may certify the Settlement
9 Class as described in the Settlement on a provisional, non-mandatory basis for the
10 purposes of this settlement only, conditioned upon the Court granting final approval of
11 the Settlement; and (b) Defendants shall pay the total, non-reversionary sum of \$87,500
12 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all attorneys’
13 fees and costs/expenses petitioned by Class Counsel; an enhancement award; costs of
14 administration of the Settlement; and payment for the PAGA claims asserted in his letter
15 to the LWDA. In no event shall Defendants be liable for the payment of any amounts
16 exceeding the Gross Settlement Amount with the exception of the employer’s share of
17 payroll taxes due and payable as a result of the Settlement, which shall be paid separately
18 from the Gross Settlement Amount.

19 17. The Parties have agreed upon a settlement class: “all non-exempt
20 employees of Defendants Park Place Asset Management, A California Limited Partnership,
21 and Barcelona Apartments Investors, A California Limited Partnership, in California at any
22 time between July 5, 2020 and February 18, 2025.”

23 **Preliminary Approval, Notice, and the Claims Process:**

24 18. By Order dated November 21, 2025, this Court adopted its November 20,
25 2025 tentative ruling and granted Plaintiff’s unopposed motion for preliminary approval
26 of the Settlement and provisionally certified the Settlement Class, finding that the
27

1 Settlement appeared to be within the range of reasonableness of settlements that could
2 ultimately be given final approval

3 19. Pursuant to the Court's Order, on December 12, 2025, Phoenix Class
4 Action Administration Solutions ("Phoenix") mailed Notice packets containing the notice
5 of the terms of the Settlement — including the terms relating to attorneys' fees and costs
6 — to 15 Class Members.

7 20. Class Members were given 45 days after the Notice was mailed to submit
8 their opt out form or objection to the Settlement.

9 21. As of the date of this motion, all Class Members will be issued their share
10 of the Settlement and they will be paid, on average, approximately \$2,458.99 each; the
11 highest-paid participating Class Member will be paid approximately \$8,820.30.

12 22. No Class Members have objected to the Settlement, and no Class
13 Members have opted out.

14 23. Details of the settlement administration process are described in detail in
15 the Declaration of Jarrod Salinas of Phoenix submitted herewith.

16 24. Phoenix used commercially reasonable means to ensure notice of the
17 settlement was received by as many Class Members as possible. Notice was mailed to
18 each individual Class Member at that Class Member's last known address, and in the end,
19 all of the Notices were successfully mailed to Class Members.

20 25. I have participated in the administration of many class action settlements;
21 based on my experience, I believe the notice program here resulted in the best practicable
22 notice to class members.

23 **The Settlement is Fair, Reasonable and Adequate:**

24 26. The Settlement is the result of extensive, arms-length negotiations. The
25 Settlement for each Class Member is fair, reasonable, and adequate given the inherent
26 risks of litigation, including the critical class certification process and trial.

1 27. Fairness of the Settlement is demonstrated by the uncertainty and risks to
2 the named Plaintiff and the Settlement Class in not successfully certifying the class or
3 prevailing on one or more causes of action or theories alleged in the complaint. The
4 Settlement takes these risks into account.

5 28. The Settlement is a good compromise for the damages of absent Class
6 Members. It also provides the named Plaintiff and Class Representative with a
7 reasonable service payment to compensate him for the risks he has taken and the time
8 and effort he has expended in coming forward to provide valuable information in
9 support of the claims alleged in the Action and his participation in the discovery and
10 settlement process.

11 29. Prosecution of this case resulted in tangible benefits for the Settlement
12 Class Members in the following respects: (1) By this Settlement, Settlement Class
13 Members will receive their recoveries in a prompt manner as opposed to waiting
14 additional time for the same, or possibly a worse, result; (2) Settlement Class Members
15 will receive a substantial (and guaranteed) result; and (3) Settlement at this juncture will
16 translate into significant savings in my firm's fees and costs which inevitably would
17 have increased had the case progressed through trial, appeals, etc.

18 30. Prior to settlement negotiations, I created a comprehensive damage
19 analysis using information obtained through informal discovery. This damage analysis
20 reveals that the negotiated settlement falls within a realistic range of recovery on Class
21 Members' claims.

22 31. Plaintiff claims that Defendants paid Plaintiff and Class Members bonuses
23 and other forms of non-base hourly wages, including, but not limited to, bonuses and
24 split-shift premiums, that were not included in their regular rate of pay for purposes of
25 computing the proper overtime rate and sick pay, in violation of Labor Code §§ 510 and
26 1194. As a result, they were allegedly not properly compensated for work performed in
27 excess of 8 hours in a workday and worked performed in excess of 40 hours in a
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1 workweek at a rate no less than one and one-half times the regular rate of pay, in
2 violation of Labor Code §§ 510 and 1194. Plaintiff calculates the damage liability for
3 this claim at up to approximately \$10,000 and PAGA civil penalty liability for this claim
4 at \$46,400. Defendants contend that they properly paid all wages due. They further
5 asserted that Plaintiff could not certify this claim based on manageability and
6 commonality concerns, including that Plaintiff's claims were unique to him. Based on
7 these risks, the compromised settlement amount here is fair and reasonable.

8 32. Plaintiff also claims that Defendants failed to pay Plaintiff and Class
9 Members all minimum and overtime wages earned and made illegal deductions from
10 wages during the course of employment, in violation of Labor Code §§ 221, 510, 1194,
11 and 1194.2. Defendants also required Plaintiff and Class Members to be on on-call for
12 up to one week at a time, but they were never paid for this on-call time. Defendants also
13 improperly deducted wages from Plaintiff and Class Members' wages—if they missed a
14 day of work Defendants would deduct the daily rent from their wages. Defendants also
15 improperly deducted a security deposit fee from their wages. Plaintiff calculates the
16 damage liability for this claim at up to approximately \$10,000 and PAGA civil penalty
17 liability for this claim at \$46,400. Defendants maintain the same defenses as stated
18 above. Based on these risks, the compromised settlement amount here is fair and
19 reasonable.

20 33. Plaintiff also asserts that Defendants failed to pay Plaintiff and Class
21 Members premium wages for missed, denied and unauthorized rest periods in violation
22 of Labor Code § 226.7 and IWC Wage Order 5-2001. Plaintiff and other Class
23 Members contend that they were denied, and therefore unable to take, 10-minute on-the-
24 clock rest periods for every four hours of work or major fraction thereof, but were not
25 paid premium wages of one hour's pay for each missed, denied and unauthorized rest
26 period. When they were able to take a rest period, they allege that they were oftentimes
27 on-duty, late or cut short. Based on a 20% violation rate, estimated based on Plaintiff's
28

1 experience, he calculates the damage liability for this claim at up to \$21,650 and PAGA
2 civil penalty liability totaling up to \$46,400. Defendants deny Plaintiff's allegations and
3 contend that they maintain lawful rest break policies and procedures and provided
4 Plaintiff and all Class Members with all legally required rest breaks in accordance with
5 California law and that to the extent Plaintiff and any Class Member failed to take a rest
6 break, they were not denied the opportunity to do so.

7 34. Plaintiff further alleges that Defendants failed to permit or authorize
8 Plaintiff and Class Members to take timely 30-minute meal periods for shifts greater
9 than 5 hours in length, in violation of Labor Code §§ 226.7, 512, and 558 and IWC
10 Wage Order 5-2001. Based on an analysis of a wage and time data provided by
11 Defendants through informal discovery, Plaintiff has ascertained a meal period violation
12 rate of 20%. Plaintiff calculates premium wages on this claim at up to \$21,650 and
13 PAGA civil penalty liability for this claim at \$46,400. Defendants deny Plaintiff's
14 allegations and contend that they maintain lawful meal break policies and procedures
15 and provided Plaintiff and all Class Members with all legally required meal breaks in
16 accordance with California law and that to the extent Plaintiff and any Class Member
17 failed to take a rest break, they were not denied the opportunity to do so.

18 35. Plaintiff also argues that Defendants derivatively failed to issue Plaintiff
19 and Class Members accurately itemized wage statements. As detailed above, Plaintiff
20 and Class Members contend that they were not paid all wages due. As a result, the wage
21 statements issued by Defendants to Plaintiff and Class Members would fail to accurately
22 state all gross wages earned, in violation of Labor Code § 226(a)(1), and net wages
23 earned, in violation of Labor Code § 226(a)(5). Separately, the wage statements issued
24 to Plaintiff and Class Members fail to set forth all applicable hourly rates in effect
25 during the pay period and the corresponding number of hours worked, in violation of
26 Labor Code § 226(a)(9)—the wage statements simply omit these entries, making it
27 impossible to determine their veracity or whether they are fully compensated for all

1 hours worked at the correct rates of pay. Plaintiff calculates the statutory penalty
2 liability for this claim at up to \$69,600 and PAGA civil penalty liability for this claim at
3 \$46,400.

4 36. Defendants also allegedly derivatively failed to pay Plaintiff and certain
5 Class Members all wages due timely upon separation of employment, in violation of
6 Labor Code §§ 201-203. This is a derivative claim for which Plaintiff calculates the
7 statutory penalty liability at \$52,038 and PAGA civil penalty liability at \$300.00.

8 37. Recovery of these derivative damages and penalties carried substantial
9 risk, particularly with respect to the waiting time penalties because Plaintiff's claims
10 may have been individualized to Plaintiff only and Defendants may not have maintained
11 a pattern and practice to not pay all wages due upon separation of employment.

12 38. The discount negotiated for settlement here is a reasonable compromise,
13 particularly considering that the risk of obtaining class certification on all or any of
14 Plaintiff's claims involves a very high hurdle. Class certification is a substantial risk in
15 any class action case. Here, while Plaintiff maintains that the requirements of class
16 certification are met, Defendants proffers various arguments why class treatment is not
17 appropriate, including but not limited to that individualized inquires among class
18 members predominate over common ones. If Defendants were to defeat Plaintiff's class
19 certification motion, there would be no class wide relief whatsoever, and most class
20 members would likely not file individual claims.

21 39. Plaintiff also faced the risk of a loss on the merits on his claims. It is very
22 possible that the Court would agree with Defendants' position that their policies and
23 practices complied with the requirements of California law or could not be certified. In
24 such a case, the value of the majority of Plaintiff's claims would be zero.

25 40. Plaintiff faced the risk that he would not obtain a maximum
26 damage/penalty award on all (or any of) his claims. For example, Plaintiff seeks wage
27 statement penalties. Even if Plaintiff did prevail on these claims, it is possible that the

1 Court would not impose all penalties pursuant to its discretionary power to reduce them
2 or consider defenses which could minimize their value.

3 41. Defendants strongly contend that their policies and practices do not violate
4 any laws. When the costs and risks of non-certification and loss on the merits are
5 considered, I am of the opinion that the settlement reached is clearly a favorable one.

6 42. The settlement for each Class Member is fair, reasonable and adequate,
7 given the inherent risk of litigation, the risk relative to class certification and the costs of
8 pursuing such litigation. The settlement shall finally resolve all claims of the Class
9 Members as alleged in the Action.

10 **The Risk, Expense, Complexity, and Likely Duration of Further Litigation:**

11 43. Based on my experience in dozens of wage and hour class actions, heavily
12 litigated and strongly disputed class action cases can endure for years. It is my
13 experience that if this case was not resolved by settlement, litigation might extend for up
14 to 3 more years.

15 44. The areas of law at issue in this case (e.g., California's wage and hour
16 laws) are dynamic and change frequently. Extended litigation equates to substantial risk
17 for class members, some of whose individual claims do not have substantial value from
18 the onset. It is my opinion that the prompt and fair resolution of the claims alleged in
19 Plaintiff's complaint, as is achieved through the proposed settlement, is in the best
20 interest of class members in light of the likeliness of extended litigation and potential
21 changes in case law.

22 45. It is my experience, as well as that of my co-counsel, that costs in these
23 types of cases increase exponentially as the case proceeds to trial. Through the
24 conclusion of this litigation, and as detailed herein, I will have advanced \$4,350.13 in
25 costs. If this litigation continued for 2 more years and experts were retained, costs would
26 likely exceed \$25,000.

27 ///

1 **The Risk of Maintaining Class Action Status Through Trial:**

2 46. An adverse appellate court decision or change in law by the legislature
3 may defeat certification of some or all of the claims alleged in Plaintiff's complaint. In
4 fact, I am familiar with many class action cases where certification and/or liability were
5 immediately defeated as a result of an adverse appellate court ruling, or a change in law
6 by the legislature. Settlement at this juncture has avoided this risk.

7 **Suitability of the Action for Class Certification:**

8 47. To date, no class has been certified. The Stipulation reached between the
9 Parties provides that the Court may certify the Settlement Class for settlement purposes
10 only.

11 48. With respect to suitability for class treatment, Plaintiff strongly believes
12 class certification can be obtained on all claims, and class treatment is appropriate here.
13 Defendants, however, contend Plaintiff's claims are not likely to be certified. Plaintiff
14 contends that common issues – including Defendant's wage payment – predominate.

15 49. The proposed Settlement Class is clearly ascertainable as it is defined by
16 concrete factors – whether the class members were non-exempt employees of
17 Defendants during a specified time frame. In this case, the Class Members are
18 identifiable from Defendants' records.

19 50. Further, the settlement class is sufficiently numerous to warrant
20 certification. According to Defendant's records, the final Class is comprised of 15
21 individuals.

22 51. Plaintiff alleges, and discovery revealed, that Defendants applies the same
23 policies and procedures pertaining to the payment of wages to all members of the
24 Settlement Class. The Class Members' claims all stem from a common source:
25 members of the Settlement Class allege that Defendants violated the same Labor Code
26 provisions in connection with their employment. All members of the Class seek the
27 same relief under the same California laws. Under these circumstances, the commonality
28

1 requirement is satisfied for purposes of certifying the Settlement Class for settlement
2 purposes.

3 52. In this case, named Plaintiff and proposed Class Representative Daimen
4 Wagner is a former non-exempt employee who worked for Defendants in the State of
5 California during the applicable Class Period. He contends that Defendants failed to pay
6 all wages due, provide legally compliant meal and rest periods, pay all wages due upon
7 separation of employment and provide compliant wage statements, in violation of Labor
8 Code §§ 201, 202, 203, 221, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558, 1194,
9 1194.2, 2698, *et seq.*, among other Labor Code provisions, and Business & Professions
10 Code § 17200 *et seq.* He has the same claims as those that the members of the
11 Settlement Class would reasonably be expected to bring based on the course of conduct
12 alleged herein.

13 53. Although I believe the Class Members' claims are meritorious, that the
14 Class would have been certified, and that substantial damages could have been proven at
15 trial, I am experienced counsel who understand that liability, class certification, and
16 damage issues — and the outcome of any appeals that would likely follow if the Class
17 were successful at trial — present substantial risks for Class Members. Those risks must
18 be considered in assessing the fairness of this Settlement, which guarantees a substantial
19 recovery for Class Members and eliminates the risk that Class Members would be left
20 without any recovery. Because the Settlement provides immediate and substantial relief
21 without requiring the Class Members either to undergo the risks of losing at trial or to
22 pay additional attorneys' fees and costs to continue to prosecute this action, it warrants
23 this Court's approval.

24 **Class Representative Service Payment:**

25 54. It is appropriate to recognize the contributions of the Class Representative
26 in prosecuting this litigation. The service payment serves as recognition for the amount
27 of time and effort he has spent assisting in the prosecution of this case and the personal

1 hardships and pressures he faced as a result of filing this lawsuit against his former
2 employer. The named Plaintiff's declaration is submitted with the Motion for Final
3 Approval. It is fair and reasonable that the named Plaintiff be awarded \$5,000 as a
4 service payment. Based on my experience, the proposed service payment here is within
5 an accepted range.

6 55. The named Plaintiff and proposed Class Representative is a former non-
7 exempt employee of Defendants employed in California. He contends that all class
8 members were subject to the labor law violations alleged in the Action. He contends that
9 he has the same claims as those that the members of the Settlement Class would
10 reasonably be expected to bring based on the course of conduct alleged herein.

11 56. Plaintiff has also demonstrated that he will aggressively and competently
12 assert the interests of the proposed settlement class; he has taken an active role in this
13 litigation and has no apparent conflicts with other class members. Plaintiff participated
14 frequently and substantially in the litigation and in the settlement thereof. He has also
15 taken significant risks in bringing this lawsuit – he faces the very real risk that because
16 of the stigma associated with this lawsuit, he may be unable to obtain employment in the
17 future. The stigma and risk associated with filing a class action lawsuit against any
18 employer is significant.

19 **Attorneys' Fees:**

20 57. Plaintiff has retained competent counsel by hiring Gaines Law
21 Corporation to represent the Class. I am an experienced and established attorney with
22 over 14 years' worth of litigation experience.

23 58. This Court can undoubtedly appreciate that litigating a large class action
24 case in dynamic, ever-changing areas of law is not appealing to most lawyers,
25 particularly when the plaintiff's lawyer undertakes the obligation to finance the litigation
26 and effectively bears the risk in the event of an unsuccessful outcome, at trial or
27 otherwise. This case was taken on a contingency basis with the real risk that I would
28

1 receive no compensation whatsoever for my efforts. The potential costs which we can
2 be required to advance in wage and hour class actions like this one are substantial.

3 59. I have spent approximately 66.3 hours to date litigating this case over
4 nearly 2 years. I expect to spend an additional 5 hours finalizing the final approval
5 motion, preparing for and attending the Final Approval Hearing, and administering the
6 settlement through its conclusion, including anticipated communications with class
7 members, the settlement administrator, the LWDA, and Defendant's counsel. I have
8 aggressively litigated this case from the start. Attached hereto as **Exhibit D** is a true and
9 correct copy of all I have work performed in connection with this litigation.

10 60. Over the past year, California courts have approved the attorney hourly
11 rates proffered here as reasonable. My reasonable hourly rate is \$700. This is the rate
12 prevailing in the community for similar work performed by attorneys of comparable
13 skill, experience, and reputation, and has been approved as reasonable by several
14 California state courts over the past nine months. Based on my education and experience
15 as detailed above, this rate is reasonable.

16 61. In total, my lodestar is \$49,910.

17 62. One difficulty in determining hourly rates of attorneys of similar skill and
18 experience in the relevant community is the scarcity of hourly fee-paying clients in class
19 action litigation. As a practical matter, few if any individual employees or consumers
20 pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer
21 agreements in such cases are based on a contingency fee relationship. Therefore, there
22 is no customary billing rate, but the nature of class action work should be strongly
23 considered by the Court.

24 63. Even with my firm's extensive experience litigating employment cases,
25 prosecuting these cases still carries a considerable amount of risk. There is the
26 significant risk that Plaintiff would fail in obtaining class certification or would not
27 succeed in proving Defendant's liability at trial.

1 64. Class action work also requires specialized learning and the willingness to
2 take large risks. I have extensive experience in class action litigation, particularly in the
3 employment context, as detailed herein.

4 65. Furthermore, as described above, the Settlement Class and the State of
5 California reaped significant benefits. The success achieved by the Settlement supports
6 my firm's fee request.

7 66. Further, no Class Member objected to the proposed attorneys' fee request
8 contained in the Settlement. The overwhelming rate of acceptance of the Settlement by
9 Class Members supports my firm's fee request.

10 67. A small firm like mine can only properly litigate a limited number of cases
11 at one time. The requirements of this case were significant. Had I not reached a
12 settlement with Defendants, the demands of this case would have required a significant
13 portion of our resources. We were precluded from taking other employment cases due to
14 the demands of litigating this case.

15 68. I am submitting an attorney fee request equaling \$30,625 or 35% of the
16 Gross Settlement Amount. My experience in class actions, as well as my review of fee
17 awards in similar actions, support my conclusion that the fee request is very reasonable
18 and in line with the common practice in this type of case.

19 **Class Counsel's Costs:**

20 69. My firm's total costs to date total \$4,350.13 and include court fees,
21 mediation fees, expert expenses, postage, service of process, expenses associated with
22 mediation, travel expenses, and photocopy charges. A true and correct copy of an
23 itemized list of costs incurred (and expected to be incurred) by my firm in this action is
24 attached hereto as **Exhibit E**. These costs were reasonably incurred in litigating this
25 matter.

26 ///

27 ///

1 **Upload to LWDA**

2 70. Concurrently with the filing of this Motion, I am transmitting the
3 Settlement Agreement (and these approval documents) to the LWDA, in compliance
4 with Labor Code § 2699(1)(2). Evidence of submission is attached hereto as **Exhibit F**.

5 I declare, under penalty of perjury under the laws of the State of California, that
6 the foregoing is true and correct. Executed on this 5th day of March, 2026 at Westlake
7 Village, California.

8 
9 EVAN S. GAINES

EXHIBIT A

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Duran v. J.S. Homen Trucking, Inc., Imperial County Superior Court, Case No. ECU004017

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Leon v. Piercing West Inc., Los Angeles County Superior Court, Case No. BC656874

Lingad v. Top Quality Manufacturing, LLC, Los Angeles County Superior Court, Case No. 24STCV03079

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Ochoa v Agusa, Kings County Superior Court, Case No. 24CU0042

Osier v. Heritage Bag Company, et al., Imperial County Superior Court, Case No. ECU003651

Ponce, et al. v. Express Dry, Inc., San Diego County Superior Court, Case No. 37-2024-00022921-CU-OE-CTL

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Driveline Retail Merchandising, Inc., Imperial County Superior Court, Case No. ECU003111

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. CIVDS1712220

Taylor v. A Plus Tree, LLC, Solano County Superior Court, Case No. CU24-03172

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

EXHIBIT B

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Attorneys for Plaintiff Daimen Wagner,
on behalf of himself, all “aggrieved employees,”
and all others similarly situated, and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DAIMEN WAGNER, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

PARK PLACE ASSET MANAGEMENT,
A CALIFORNIA LIMITED
PARTNERSHIP, a California limited
partnership, BARCELONA
APARTMENTS INVESTORS, A
CALIFORNIA LIMITED PARTNERSHIP,
a California limited partnership, and DOES
1 through 10, inclusive,

Defendants.

CASE NO: 24CV013347

Assigned to Hon. Jill Talley, Dept. 23

**AMENDED SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

Complaint Filed: July 5, 2024

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A. Definitions.

2. Evan S. Gaines, Esq. of Gaines Law Corporation is counsel of record for Plaintiff Daimen Wagner. For purposes of this Settlement Agreement only, Gaines Law Corporation shall be designated as “Class Counsel.”

4. The “Settlement Class” shall be defined as “all non-exempt employees of Defendants Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership, in California at any time between July 5, 2020 and February 18, 2025. Defendants represents that this Class contains no more than 16 Class Members who worked no more than 925 workweeks during the Class Period (defined below).

6. The “Aggrieved Employees” shall be defined as “all non-exempt employees of Defendants Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership, in California at any time between April 29, 2023 and February 18, 2025 (the “PAGA Period”).

1 7. Members of the Settlement Class shall collectively be referred to as a “Class
2 Member” or “Class Members.” Any Class Member who files a timely request for exclusion, as
3 detailed below, will be excluded from the final Settlement Class.

4 8. The “Effective Date” is defined as the date the Court signs an order granting final
5 approval of the settlement and entering judgment thereon (the “Effective Date”) If objections to
6 the settlement are filed that are not subsequently withdrawn, the Effective Date of the settlement is
7 the sixty-fifth (65th) day after notice of the final approval order is mailed, unless an appeal is filed,
8 in which case the Effective Date is the day after (1) the settlement is upheld by the Court of Appeals,
9 or (2) all appeals are dismissed.

10 **B. General.**

11 1. On April 29, 2024 and May 1, 2024, Plaintiff Wagner exhausted the pre-filing
12 requirements of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

13 2. On July 5, 2024, Plaintiff Wagner initiated his Action in the Sacramento County
14 Superior Court by filing a class and representative action complaint, pursuant to PAGA, on behalf
15 of himself, all others similarly situated, the general public. and all other aggrieved employees.

16 3. The Complaint was subsequently amended on March 12, 2025 to add standalone
17 class action claims in connection with this Settlement Agreement.

18 4. As set forth in the First Amended Complaint, the Action assert class claims against
19 Defendants for (1) failure to pay all wages due (Labor Code §§ 221, 226.7, 227.3, 246, 510, 512,
20 1194, and 1194.2); (2) failure to provide meal periods or compensation in lieu thereof (Labor Code
21 §§ 226.7 and 512; IWC wage order 4-2001); (3) failure to provide rest periods or compensation in
22 lieu thereof (Labor Code § 226.7; IWC Wage order 4-2001); (4) failure to comply with itemized
23 employee wage statement provisions (Labor Code § 226(a), (e)); (5) failure to timely pay wages
24 due at the separation of employment (Labor Code §§ 201-203); (6) Violations of Business and
25 Professions Code §§ 17200 *et seq.*; and (7) civil penalties pursuant to PAGA for underlying
26 violations of the Labor Code as set forth in the Action.

27 5. Defendants deny any liability or wrongdoing of any kind associated with the claims
28 alleged in the Action, and further denies that the Action are appropriate for class treatment for any

1 purpose other than this settlement. Defendants contend that they have complied at all times with
2 the California Labor Code. It is Defendants' position that, if this case were to be litigated, class
3 certification would be inappropriate because Plaintiff is not an adequate Class Representative,
4 Plaintiff's claims are not typical of putative class members, and individual issues predominate over
5 class issues, among other defenses. The Action, the negotiation and execution of this Settlement
6 Agreement, and all acts performed or documents executed pursuant to or in furtherance of this
7 Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the
8 Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault
9 on behalf of Defendants in any action before a civil court, criminal court, administrative agency of
10 any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission
11 or evidence of the appropriateness of these or similar claims for class certification in the Action or
12 with respect to any other proceeding whatsoever.

13 6. The Class Representative contends that Defendants violated the California Labor
14 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
15 certification.

16 7. Class Counsel represent that they have conducted a thorough investigation into the
17 facts and law during the prosecution of this class action case, including the exchange of informal
18 discovery and other facts and information provided by Defendants. Counsel for the Parties also
19 represent that they have investigated the applicable law as applied to the facts discovered regarding
20 the alleged claims of Plaintiff and potential defenses thereto, and the damages and other losses
21 claimed by Plaintiff.

22 8. On February 18, 2025, following their exchange of information and documents
23 regarding the Settlement Class and the claims and defenses asserted by the Parties, the Parties
24 engaged in arm's-length negotiations with the assistance of an experienced wage and hour
25 mediator, Doug Leach, Esq., where the Parties were able to reach the resolution of the Action set
26 forth herein.

27 9. Based on his own independent investigation and evaluation, Class Counsel is of the
28 opinion (and will so represent to the Court) that settlement for the consideration and on the terms

1 set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of
2 the Settlement Class in light of all known facts and circumstances, including the risk of significant
3 delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by
4 Defendants. Defendants and their counsel also agree (and will so represent to the Court) that this
5 settlement is fair and in the best interest of the Settlement Class.

6 10. The Parties agree that the Settlement Class described herein may be certified for
7 settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the
8 Settlement Class is for purposes of the settlement only. If for any reason the settlement is not
9 approved, the certification will have no force or effect and will immediately be revoked. The
10 Parties further agree that certification for purposes of the settlement is in no way an admission that
11 class certification is proper under the more stringent standard applied for litigation and that
12 evidence of this limited Settlement Agreement for settlement purposes only will not be admissible
13 for any purpose in this or any other proceeding.

14 **C. Terms of Settlement.**

15 1. The financial terms of the Settlement Agreement are as follows:

16 (a) **Gross Settlement Amount:** The Parties agree to settle the Action for a Gross
17 Settlement Amount of **Eighty-Seven Thousand Five Hundred U.S. Dollars (\$87,500)** (“the Gross
18 Settlement Amount”), subject to any increase based on the escalator provision in paragraph H(16)
19 herein. The Gross Settlement Amount includes the attorney’s fees of Class Counsel; litigation costs
20 and expenses (which includes, without limitation, all such fees and costs incurred to date, as well
21 as such fees and costs to be incurred in documenting the settlement, providing any notices required
22 as part of the settlement, securing Court approval of the settlement, and obtaining judgment in the
23 Action); the Enhancement Payment to the Class Representative, as approved by the Court; the
24 payment to the California Labor and Workforce Development Agency (“LWDA”); and all costs of
25 administration, including, without limitation, settlement administration fees and expenses. All
26 employer payroll tax obligations due on wage payments made from the Net Settlement Proceeds
27 shall be paid by Defendants separately and apart from, and in addition to, the Gross Settlement
28 Amount.

1 (b) **Net Settlement Proceeds:** “Net Settlement Proceeds” is defined as the
2 Gross Settlement Amount less the amounts approved and awarded by the Court for: attorney’s fees
3 and documented litigation costs and expenses incurred or advanced by Class Counsel; the
4 Enhancement Payment to the Class Representative; the payment to the LWDA pursuant to PAGA;
5 and the costs of administering the settlement.

6 (c) **Calculation of the Individual Payment Amounts:** “Individual Payment
7 Amount” means the portion of the Net Settlement Proceeds distributable to each Class Member
8 who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion
9 form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As
10 to participating Class Members, the class portion of the Individual Payment Amount will be
11 determined by dividing the Net Settlement Proceeds, less the \$2,000 PAGA allocation, by the total
12 number of weeks worked by the entire Settlement Class during the Class Period, net of opt outs,
13 resulting in the class workweek value; and then multiplying the class workweek value by the
14 number of weeks worked by each participating Class Member during the Class Period. As to the
15 Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined
16 by dividing the PAGA settlement amount (\$2,000) by the total number of weeks worked by all
17 Aggrieved Employees during the PAGA Period, resulting in the PAGA workweek value; and then
18 multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved
19 Employee during the PAGA Period.

20 (d) For tax purposes, the class portion of each Individual Payment Amount will
21 be apportioned (a) 50% as wages (reported on an IRS Form W-2 and subject to applicable
22 withholdings); and (b) 50% equally as penalties and interest (reported on an IRS Form 1099, if
23 required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as
24 penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to
25 Class Members and Aggrieved Employees will be subject to any applicable wage garnishments,
26 liens, or other legally mandated treatment as required by law.

27 (e) **PAGA Payments:** The Parties agree that Eight Thousand Dollars (\$8,000)
28 shall be allocated to settle Plaintiff’ claims brought pursuant to PAGA. Of this amount, Seventy-

1 Five percent (75%), or Six Thousand Hundred Dollars (\$6,000), shall be paid to the LWDA, and
2 the remaining Twenty-Five percent (25%), or Two Thousand Hundred Dollars (\$2,000), shall be
3 paid to Aggrieved Employees as part of the Net Settlement Proceeds.

4 (f) **Enhancement Payment to Class Representative:** The amount awarded to
5 the Class Representative as an Enhancement Payment, as set forth in Paragraph D(2), below, will
6 be set by the Court in its discretion, not to exceed Five Thousand Dollars (\$5,000). This amount
7 will be deducted from the Gross Settlement Amount. An IRS Form 1099 will be issued to the Class
8 Representative for his Enhancement Payment. Defendants agrees not to dispute or otherwise object
9 to the Enhancement Payment if Plaintiff requests \$5,000 or less.

10 (g) **Attorney's Fees:** An award to Class Counsel of attorney's fees will be
11 deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account
12 the settlement award that has been made available for the Settlement Class by the efforts of Class
13 Counsel. The amount awarded shall not exceed 35% of the Gross Settlement Amount (i.e., Thirty
14 Thousand Six Hundred Twenty-Five Dollars (\$30,325)). An IRS Form 1099 will be issued to Class
15 Counsel with respect to its award of attorney's fees. Defendants agrees not to dispute or otherwise
16 object to the attorney's fee award requested by Class Counsel so long as the request does not exceed
17 35% of the Gross Settlement Amount.

18 (h) **Attorney's Costs and Expenses:** Class Counsel will be reimbursed from
19 the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket
20 litigation costs and expenses, not to exceed Eight Thousand Dollars (\$8,000). An IRS Form 1099
21 will be issued to Class Counsel with respect to its award of costs and expenses. Defendants agree
22 not to dispute or otherwise object to the attorney's cost award requested by Class Counsel so long
23 as the request does not exceed \$8,000.

24 (i) **Settlement Administration Costs:** The fees and other charges of the
25 Settlement Administrator to administer the Settlement are expected to total no more than Three
26 Thousand Dollars (\$3,000.00) and will be paid from the Gross Settlement Amount. These fees
27 shall include any costs associated with the required tax reporting on any Individual Payment
28 Amounts, and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the

1 Parties have agreed that Phoenix Settlement Administrator will serve as a neutral third-party
2 claims' administrator ("Settlement Administrator") to perform all acts related to providing notice
3 to the Settlement Class. Settlement Administrator shall be responsible for (a) printing and
4 distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class
5 Members; (b) administering the settlement; (c) processing exclusions, objections, and field
6 inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment
7 Amount each Participating Class Members is eligible to receive; (f) distributing the Gross
8 Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h) providing
9 necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

10 (j) **No Warranty by Defendant:** Plaintiff understands and agrees that
11 Defendants is not providing Plaintiff or Class Members with tax or legal advice and that Defendants
12 makes no representations regarding tax obligations or consequences, if any, related to this
13 Settlement Agreement.

14 **D. Release of Claims.**

15 1. Upon the Effective Date, and subject to Defendants' full payment of the Gross
16 Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement
17 Class Members who do not timely opt-out of the Settlement will be deemed to have fully released
18 and discharged Defendants Park Place Asset Management, A California Limited Partnership, and
19 Barcelona Apartments Investors, A California Limited Partnership, as well as Defendants' present
20 and former owners, officers, shareholders, directors, agents, employees, attorneys, and insurers
21 ("Released Parties") from any and all Released Class Claims which arose during their employment
22 in a non-exempt position in California during the Class Period.

23 2. Upon the Effective Date, and subject to Defendants' full payment of the Gross
24 Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Aggrieved
25 Employees will be deemed to have fully released and discharged the Released Parties from any and
26 all Released PAGA Claims which arose during their employment in a non-exempt position in
27 California during the PAGA Period.

1 3. “Released Class Claims” means any and all claims contained in the Complaint
2 during employment in a non-exempt position in California during the Class Period (which includes
3 direct class action claims under Labor Code §§ 201, 202, 203, 221, 226(a), 226.7, 227.3, 246, 510,
4 512, 1194, and 1194.2 No PAGA claims are encompassed in the Released Class Claims.

5 4. “Released PAGA Claims” means any and all claims for civil penalties that were
6 brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in
7 Plaintiff’s Complaint during employment in a non-exempt position in California during the PAGA
8 Period, including Labor Code §§ 201, 202, 221, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558,
9 and 1194. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

10 **E. Notice and Exclusion Process.**

11 1. Within ten (10) calendar days after entry of the order granting preliminary approval
12 of this Settlement, Defendants shall provide to the Settlement Administrator a list of all Class
13 Members, including their last known addresses, telephone numbers, social security numbers, and
14 their dates of employment in a non-exempt position in California during the Class Period and the
15 PAGA Period (“Settlement Class Information”). The names, addresses, telephone numbers, and
16 Social Security numbers will only be disclosed to the Settlement Administrator and not to Plaintiff
17 Counsel. All information provided to the Settlement Administrator will be marked
18 CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in
19 writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care
20 with respect to the storage, custody, use, and/or dissemination of the confidential information. Such
21 information must be stored in a secure fashion and all persons who access the data must agree to
22 keep it confidential.

23 2. A notice of pendency of class action, proposed settlement, and hearing date for
24 Court approval (“Class Notice”) in the form attached hereto as **Exhibit A**, and as approved by the
25 Court, shall be sent by the Settlement Administrator to the Class Members and Aggrieved
26 Employees, by first class mail, within twenty (20) calendar days after entry of the order granting
27 preliminary approval. Attached to the Class Notice will be a request for exclusion form (“Request
28 for Exclusion Form”) in the form attached hereto as **Exhibit B**.

1 3. The Settlement Administrator will make reasonable efforts to ensure that the Class
2 Notice and Request for Exclusion Form are sent to all Class Members and Aggrieved Employees.
3 It will conclusively be presumed that if an envelope has not been returned within thirty (30) days
4 of the mailing that the Class Member or Aggrieved Employee received the Class Notice. In the
5 event of returned or non-deliverable notices, the Settlement Administrator will make reasonable
6 efforts to locate Class Members and Aggrieved Employees and re-send the notices.

7 4. Each Class Member will be fully advised of the settlement, the ability to object to
8 the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will inform
9 the Class Members of the Court-established deadlines for filing objections and a Request for
10 Exclusion Form. Aggrieved Employees may neither object to, nor exclude themselves from, the
11 PAGA portion of the settlement.

12 5. Each Class Notice will contain personalized information setting forth the number of
13 weeks each Class Member and Aggrieved Employee worked for Defendants in California in a non-
14 exempt position during the Class Period and their estimated Individual Payment Amount. To the
15 extent a Class Member or Aggrieved Employee disputes any of the information listed on his or her
16 Class Notice, he or she may produce evidence to the Settlement Administrator showing such
17 information the individual contends should be reflected in the Class Notice. Defendants' records
18 will be presumed determinative, however, and the Settlement Administrator's decision on these
19 matters will be final. The Class Notice will also set forth IRS W-9 information if required.

20 6. All Class Members who do not submit a Request for Exclusion Form will be eligible
21 to receive an Individual Payment Amount and all Aggrieved Employees will be eligible to receive
22 a share of the PAGA allocation from the Net Settlement Proceeds, which shall be mailed to them
23 if the Effective Date occurs.

24 7. In order to elect not to participate in the Settlement, a Class Member must submit a
25 Request for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five
26 (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to
27 Class Members, unless the Court requires a longer period, in which case the Court ordered
28 exclusion period will apply. The date of the postmark shall be deemed the date of submission. The

1 timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the
2 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the
3 next day on which the U.S. Postal Service is open.

4 8. The deadline for submission of Exclusion Forms shall be extended once by 30 days
5 for those Class Members whose Class Notice and Exclusion Form are returned as “undeliverable.”
6 If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day
7 on which the U.S. Postal Service is open.

8 9. The Settlement Administrator will search for additional addresses on returned mail
9 and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days
10 of receipt of the returned mail. The 30-day extended time limit will run from the date of the second
11 mailing for those Class Members. To the extent a Class Notice from the initial mailing is not
12 returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter
13 returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to locate
14 Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the
15 Settlement Administrator will search using the social security number for a more current address.
16 If no address is found within 10 days, no further action is required.

17 10. The Settlement Administrator will notify the Parties of the total number of valid
18 Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the
19 Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice
20 and Request for Exclusion Forms to Class Members and Aggrieved Employees).

21 11. In order to object to the settlement, a Class Member must mail his or her objection
22 to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the
23 Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer
24 period, in which case the Court ordered objection period will apply. If the 45th day falls on a Sunday
25 or federal holiday, the time to object to the settlement will be extended to the next day on which
26 the U.S. Postal Service is open. Under no circumstances shall the objection deadline be extended
27 for any reason.

1 12. The Settlement Administrator shall provide to the Parties, at least twelve (12)
2 calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration
3 of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request
4 for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve
5 (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report
6 listing the amount of all payments to be made to each Class Member without names or personal
7 identifying information.

8 13. Defendants shall deposit the Maximum Settlement Amount, plus applicable
9 employer payroll taxes, with the Settlement Administrator within fifteen (15) days after the
10 Effective Date.

11 14. The Settlement Administrator shall disburse the Gross Settlement Amount within
12 fifteen (15) calendar days after its receipt of the settlement funds. Class Members and Aggrieved
13 Employees must cash each of their Individual Payment Amount checks within one hundred eighty
14 (180) calendar days after they are mailed by the Settlement Administrator. The value of any checks
15 uncashed more than one hundred eighty (180) days after mailing shall be paid to the State of
16 California Controller's Office – Unclaimed Property Fund, to be held in the name of the respective
17 Class Member or Aggrieved Employee.

18 **F. Duties of the Parties Prior to Court Approval.**

19 1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the
20 Court for preliminary approval of this settlement and entry of an order accomplishing the
21 following:

- 22 (a) scheduling a fairness hearing on the question of whether the proposed
23 settlement should be finally approved as fair, reasonable and adequate as
24 to the Class Members and Aggrieved Employees;
- 25 (b) approving as to form and content the proposed Class Notice;
- 26 (c) approving as to form and content the proposed Request for Exclusion
27 Form;

- (d) preliminarily certifying the Settlement Class for purposes of approving the Settlement Agreement;
- (e) preliminarily approving the PAGA payment of \$6,000 to the LWDA;
- (f) preliminarily setting attorney's fees and costs payable to Class Counsel;
- (g) preliminarily setting the Enhancement Payment to the Class Representative; and
- (h) preliminarily approving Phoenix Settlement Administration as the Settlement Administrator and its estimated fees and costs of \$3,000.

2. The Parties shall submit this Settlement Agreement to the Court and the LWDA in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

G. Duties of the Parties in Connection with and Following Final Court Approval.

1. In connection with the hearing on final approval of the settlement, the Parties will submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court):

(a) approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) approving Class Counsel's application for an award of attorney's fees and reimbursement of documented litigation costs and expenses, the Enhancement Payment to the Class Representative, the PAGA Payment to the LWDA, and the costs of administering the settlement; and

(c) Entering judgment in the Action in accordance with this Settlement Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h).

2. Class Counsel shall file an application for attorney's fees and reimbursement of costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court).

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1. **Separate Release and Individual Settlement by Plaintiff.**

1. **Separate Release and Individual Settlement by Plaintiff.**

2. Voiding the Agreement.

3. Parties' Authority.

4. Mutual Full Cooperation.

- 14 -

1 assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the
2 Court's preliminary and final approval of the settlement.

3 **5. No Prior Assignments.**

4 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
5 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
6 entity any portion of any liability, claim, demand, action, cause of action or rights released and
7 discharged by this Settlement Agreement.

8 **6. No Admission.**

9 Nothing contained herein, nor the consummation of this Settlement Agreement, is to be
10 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
11 of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
12 Settlement Agreement with the intention of avoiding further disputes and litigation with the
13 attendant inconvenience and expenses. This Settlement Agreement is a settlement document and
14 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408
15 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or
16 proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

17 **7. Construction.**

18 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
19 result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement
20 Agreement shall not be construed in favor of or against any Party by reason of the extent to which
21 any Party or his or its counsel participated in the drafting of this Settlement Agreement.

22 **8. Captions and Interpretations.**

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

27 **9. Modification.**

28 This Settlement Agreement may not be changed, altered, or modified, except in writing and

1 signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be
2 discharged except by performance in accordance with its terms or by a writing signed by each of
3 the Parties hereto on their attorneys.

4 **10. Integration Clause.**

5 This Settlement Agreement contains the entire agreement between the Parties relating to
6 the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
7 understandings, representations, and statements, whether oral or written and whether by a Party or
8 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
9 writing.

10 **11. Binding on Assigns.**

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

13 **12. Governing Law.**

14 All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted
15 according to the laws of the State of California, without giving effect to any conflict of law
16 principles or choice of law principles.

17 **13. Signatures of All Class Members Unnecessary to be Binding.**

18 It is agreed that, because the members of the Settlement Class are numerous, it is impossible
19 or impractical to have each Class Member execute this Settlement Agreement. The Class Notice,
20 attached hereto as Exhibit A, will advise all Class Members of the binding nature of the release
21 provided herein and such shall have the same force and effect as if this Settlement Agreement was
22 executed by each Class Member.

23 **14. Counterparts.**

24 This Settlement Agreement may be executed in counterparts, and when each Party has
25 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
26 and when taken together with other signed counterparts, shall constitute one fully-signed Settlement
27 Agreement, which shall be binding upon and effective as to all Parties.

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2 Dated: 10 / 07 / 2025
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By: 

DAIMEN WAGNER
Plaintiff and Class Representative

5 Dated:
6 _____
7

PARK PLACE ASSET MANAGEMENT, A
CALIFORNIA LIMITED PARTNERSHIP

By: Heatherstone Capital Inc. Its General
Partner

By: _____
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By: _____
10 Its: _____
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12 Dated:
13 _____
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BARCELONA APARTMENT INVESTORS,
A CALIFORNIA LIMITED PARTNERSHIP

By: Taylor Andrew Partners, a California
Limited Partnership. Its General Partner.

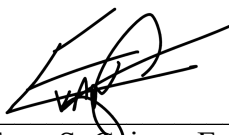
By: Connor Walker, Inc., Its General Partner.

By: Robert Challey, Its President
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19 _____

20 **APPROVED AS TO FORM AND CONTENT:**

21 Dated: October 7, 2025
22

GAINES LAW CORPORATION

By: 

Evan S. Gaines, Esq.
Counsel for Plaintiff and Class
Representative Daimen Wagner

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Dated: _____

By: _____
DAIMEN WAGNER
Plaintiff and Class Representative

Dated: 10/10/25

PARK PLACE ASSET MANAGEMENT, A
CALIFORNIA LIMITED PARTNERSHIP

By: Heatherstone Capital Inc. Its General
Partner

By: Charles Potten, Vice President

By: _____
Its: CWA

Dated: 10/10/25

BARCELONA APARTMENT INVESTORS,
A CALIFORNIA LIMITED PARTNERSHIP

By: Taylor Andrew Partners, a California
Limited Partnership. Its General Partner.

By: Connor Walker, Inc., Its General Partner.

By: Robert Challey, Its President
[Signature]

APPROVED AS TO FORM AND CONTENT:

Dated: October 7, 2025 GAINES LAW CORPORATION

By: _____
Evan S. Gaines, Esq.
Counsel for Plaintiff and Class
Representative Daimen Wagner

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Dated: October 10, 2025

JACKSON LEWIS P.C.

By: 

Gabriel N. Rubin
Counsel for Defendants PARK PLACE
ASSET MANAGEMENT, A
CALIFORNIA LIMITED PARTNERSHIP,
BARCELONA APARTMENTS
INVESTORS, A CALIFORNIA LIMITED
PARTNERSHIP

4903-4503-3515, v. 2

EXHIBIT A

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

DAIMEN WAGNER, on behalf of himself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

PARK PLACE ASSET MANAGEMENT, A
CALIFORNIA LIMITED PARTNERSHIP, a
California limited partnership, BARCELONA
APARTMENTS INVESTORS, A
CALIFORNIA LIMITED PARTNERSHIP, a
California limited partnership, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: 24CV013347

Assigned to Hon. Jill Talley, Dept. 23

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- **YOU ARE NOTIFIED THAT:** A proposed class action settlement has been reached between Plaintiff Daimen Wagner (“Plaintiff”) and Defendants Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership (“Defendants”) (Plaintiff and Defendants are collectively referred to as the “Parties”), in the case entitled *Wagner v. Park Place Asset Management, A California Limited Partnership, et al.* Sacramento County Superior Court, Case No. 24CV013347, which may affect your legal rights. On [Preliminary Approval Date], the Court granted preliminary approval of the settlement and scheduled a hearing on [REDACTED] at [REDACTED] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the Settlement.
- The settlement resolves a wage and hour class action and Private Attorneys General Act of 2004 (“PAGA”) lawsuit against Defendants, alleging that Defendants failed to pay all wages due, provide meal periods or compensation in lieu thereof, provide rest periods or compensation in lieu thereof, comply with itemized employee wage statement provisions, and timely pay wages due at the separation of employment. The settlement also alleges violation of the Business and Professions Code and seeks to recover penalties pursuant to PAGA. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendants from liability from the claims asserted in this lawsuit.
- Defendants deny liability and believe all appropriate wages were paid and that they otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

- The Court has not made a ruling on the merits of the case or decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”).
- The settlement will provide \$87,500 to resolve the claims to all individuals who worked for Defendants as non-exempt employees in California at any time from July 5, 2020 and February 18, 2025. The Lawyers for the employees will ask the Court to award them up to \$30,625 as attorneys’ fees and \$6,000 as expenses from the total settlement amount for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendants, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement, although you still qualify to be paid a share of the PAGA Settlement. This is the only option that allows you to ever be part of any other lawsuit against Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership about the legal claims that were brought in this case.
Objecting	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On July 5, 2024, Plaintiff Daimen Wagner (“Plaintiff”), a former employee of Defendants Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership, filed this lawsuit in the Sacramento County Superior Court. The lawsuit alleges violations of the California Labor Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendants at any time between July 5, 2020 and February 18, 2025 (“Class Period”). Specifically, the lawsuit alleges that members of the Class were not paid all wages due, provided meal periods or compensation in lieu thereof, provided rest periods or compensation in lieu thereof, timely issued final wages upon separation of employment and nor issued accurate and complete itemized wage statements. The Settlement seeks recovery of unpaid wages, liquidated damages, statutory and civil penalties, restitution, attorneys’ fees and costs. Defendants deny all of the allegations in the lawsuit. Defendants deny that it owes Class Members any remedies and believes that it paid Class Members fairly. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff’s Attorney

Evan S. Gaines, Esq.
Gaines Law Corporation
4550 E Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone (805) 892-8200

Defendants’ Attorney

Gabriel N. Rubin, Esq.
Douglas G.A. Johnston, Esq.
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
Phone: (415) 394-9400

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Plaintiff believes he would have prevailed on his claims at a trial. Defendants do not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims (“Settlement” or “Settlement Agreement”), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff’s Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class? Who is an Aggrieved Employee

The Settlement encompasses a class composed of all non-exempt, hourly employees who have, or continue to, work for Defendants in California from July 5, 2020 and February 18, 2025. Aggrieved Employees are those Class Members employed between April 29, 2023 and February 18, 2025.

C. What does the Settlement provide?

1. Maximum Settlement Amount.

The Settlement provides that Defendants will pay \$87,500 (the “Maximum Settlement Amount”) to settle the lawsuit.

2. Net Settlement Proceeds.

The “Net Settlement Proceeds” is the portion of the Maximum Settlement Amount that will be available for distribution to Aggrieved Employees and Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Maximum Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel’s Attorneys’ Fees** in an amount set by the Court, not to exceed \$30,625;

(b) **Class Counsel’s Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$6,000;

(c) **Enhancement Payment to the Class Representative** in an amount set by the Court, not to exceed \$5,000 for his service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$3,000.00, for administering the settlement; and

(e) **PAGA Payment** in the total amount of \$8,000 for the settlement of claims arising under the California Private Attorneys General Act (“PAGA”). 75% or \$6,000, shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining 25% or \$2,000, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendants’ full payment of the Maximum Settlement Amount, Plaintiff and all Class Members who do not opt out of the settlement will release any and all claims contained in the Complaint during employment in a non-exempt position in California during the Class Period. Aggrieved Employees will release any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff’s Complaint during employment in a non-exempt position in California during the PAGA Period. The “Released Parties” shall include Defendants, as well as Defendants’ present and former owners, officers, shareholders, directors, agents, employees, attorneys, and insurers.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an “Individual Payment Amount,” which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee even if they opt out of the class settlement.

The class portion of the Individual Payment Amounts will be determined by dividing the Net Settlement Proceeds, less the \$2,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amounts will be determined by dividing the PAGA settlement amount (\$2,000) by the total number of weeks worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee during the PAGA Period.

For tax purposes, each Individual Payment Amount will be apportioned (a) 50% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 50% as penalties and interest (reported on an IRS Form 1099). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendants, you worked [REDACTED] weeks while employed as a non-exempt employee in California from July 5, 2020 and February 18, 2025. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately \$[REDACTED], and you worked [REDACTED] weeks while employed as a non-exempt employee in California from April 29, 2023 and February 18, 2025. Based on these weeks worked, you are entitled to an PAGA payment share of approximately \$[REDACTED]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [REDACTED], 2023. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final and binding determination without a hearing or right of appeal by you.

The complaint was subsequent amended on _____ to add standalone class action claims.

F. When Will I Be Paid?

After the Courts grants approval of the settlement, you will receive your Individual Payment Amount within 30 days of the date the Court signed the order.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on [REDACTED], at 8:30 a.m., in the Courtroom of Judge Jill Talley of the Sacramento County Superior Court, Department 21, located at Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, CA 95814. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney’s fees and costs to be awarded to Plaintiff’s Attorney; and (v) the amount that should be awarded to Plaintiff as an enhancement payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed

settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [redacted]. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than [redacted].

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, although you will be bound by the PAGA Settlement. You will not be bound by a class judgment in this case and you will have the right to file your own lawsuit against the Defendants and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than [redacted].

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, located at Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, CA 95814.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

4927-9723-3182, v. 2

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REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Daimen Wagner v. Park Place Asset Management, A California Limited Partnership, et al.*, Sacramento County Superior Court Case. No. 24CV013347. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT. AGGRIEVED EMPLOYEES MAY NEITHER OBJECT TO, NOR EXCLUDE THEMSELVES FROM, THE PAGA PORTION OF THE SETTLEMENT.**

I confirm that I was employed by Defendants Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership, as a non-exempt (hourly paid) employee in California between July 5, 2020 and February 18, 2025.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[45 days after mailing of Notice]**. Send this signed request for exclusion form to the Settlement Administrator:

Park Place Asset Management Settlement Administrator

c/o

EXHIBIT C

EVAN S. GAINES, Esq. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiff Daimen Wagner

FILED
Superior Court of California
County of Sacramento
11/24/2025
T. Shaddix, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DAIMEN WAGNER, on behalf of himself
and all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

PARK PLACE ASSET MANAGEMENT,
A CALIFORNIA LIMITED
PARTNERSHIP, a California limited
partnership, BARCELONA
APARTMENTS INVESTORS, A
CALIFORNIA LIMITED
PARTNERSHIP, a California limited
partnership, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24CV013347

Assigned to Hon. Jill Talley, Dept. 23

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: September 19, 2025

Time: 8:30 a.m.

Dept.: 23

Reservation ID: A-13347-001

Complaint Filed: July 5, 2024

1 The unopposed motion of proposed Plaintiff Daimen Wagner (“Plaintiff”) for Preliminary
2 Approval of Class and Representative Action Settlement came on for hearing before this Court in
3 Department 23, Judge Jill Talley presiding, on September 19, 2025 at 8:30 a.m. The Court, having
4 considered the papers submitted in support of the motion and having heard oral argument of the
5 parties, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the proposed Joint Stipulation and Settlement Agreement of Class Action and PAGA
8 Claims (the “Settlement”) filed with the Court. The settlement appears to be fair, adequate, and
9 reasonable to the Class;

10 2. The Court finds that the settlement falls within the range of reasonableness and
11 appears to be presumptively valid, subject only to any objections that may be raised at the final
12 hearing;

13 3. The Court approves, as to form and content, the Notice of Pendency of Proposed
14 Class Action Settlement and Final Hearing (“Notice”), attached to the Settlement as Exhibit A;

15 4. The Court directs the mailing of the Notice by first class mail to the Settlement Class
16 Members in accordance with the schedule set forth below. The Court finds that the dates selected
17 for the mailing and distribution of the Notice, as set forth herein, meet the requirements of due
18 process and provide the best notice practicable under the circumstances and shall constitute due
19 and sufficient notice to all persons entitled thereto;

20 5. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only. The Settlement Class is defined as follows: all non-exempt employees of
22 Defendants Park Place Asset Management, A California Limited Partnership, and Barcelona
23 Apartments Investors, A California Limited Partnership, in California at any time between July 5,
24 2020 and February 18, 2025;

25 6. The Court approves and appoints Gaines Law Corporation as Class Counsel, and
26 grants preliminary approval of an award of attorneys’ fees of up to 35% of the Gross Settlement
27 Amount (or \$30,325) and documented litigation costs of up to \$8,000 to Class Counsel, subject to
28 final approval by the Court following a further motion by Class Counsel;

1 7. The Court approves and appoints Plaintiff Daimen Wagner as the Class
2 Representative and grants preliminary approval to proposed Enhancement Award to Plaintiff
3 Daimen Wagner in an amount not to exceed \$5,000, subject to final approval by the Court following
4 a further motion by the Class Representative;

5 8. The Court grants preliminary approval of the allocation of \$8,000 to settle the
6 representative claims under the Private Attorneys General Act (Labor Code §§ 2698 et seq.), of
7 which 75% (\$6,000) shall be paid directly to the LWDA and 25% (\$2,000) shall be distributed to
8 the PAGA Employees as PAGA Employee Payments;

9 9. The Court hereby approves and appoints Phoenix Class Action Administration
10 Solutions as the Settlement Administrator and grants preliminary approval of the payment of fees
11 and other charges of the Settlement Administrator in an amount not to exceed \$3,000; and

12 10. The Court orders the following schedule of dates for the specified actions/further
13 proceedings:

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<u>EVENT</u>	<u>TIMING</u>
Last day for Defendant to provide to the Settlement Administrator a list of all Class Members, including the full name, telephone number, and last known address and full social security number of all Class Members; the information necessary to determine the estimated settlement allocation to each Class Member, including: (i) the total number of Workweeks of each Class Member in California in an hourly-paid or non-exempt position within the Class Period; and (ii) the total number of Workweeks of each PAGA Employee in California in an hourly-paid or non-exempt position within the PAGA Period ("Settlement Class Information")	20 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Settlement Administrator to mail Notice of Proposed Settlement ("Notice") to Class Members	10 calendar days after Settlement Administrator's receipt of the Class Member List
Last day for exclusion requests by Class Members to be postmarked to the Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members
Last day for objections to the Settlement by Class Members to be postmarked to the Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members
Last day for Class Counsel to file and serve moving papers in support of final settlement approval and request for attorneys' fees and costs	10 calendar days before the final settlement approval hearing date
Last day for Class Counsel to file with the Court and serve declaration by Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice	10 calendar days before the final settlement approval hearing date
Final settlement approval hearing	April 3, 2026, ~~2025~~ , at 9:00 a.m. (approximately 100 days after entry of this Order)

IT IS SO ORDERED.

Dated: 11/24/2025



Jill Talley
JUDGE OF THE SUPERIOR COURT
Jill Talley

EXHIBIT D

Wagner v. Park Place Asset Management, et al.
Attorney Time/Task

Task	Evan S. Gaines, Esq. \$700/hr
Pre-Lawsuit interviewing, investigation and research re Defendants and claims; Research re: defenses to action; Review employee file	8.0
Draft LWDA compliance Letter; Review, revise, mail, and submit LWDA Letter; Communications with Client re same	2.4
Draft supplemental LWDA compliance letter; mail and upload.	1.2
Draft and file PAGA Complaint and related research; Communications with Client re same; service of Defendants and related filing of proofs of service; review Defendants' Answer	4.0
Draft and file stipulation to continue CMC and file; Communications with Defense re same	1.4
Prepare mediation informal discovery letter; Review and preparation for mediation; Related legal research; Review Defendants' informal document production, Prepare mediation brief and related exhibits; Communications with Client re same	6.5
Attend mediation via Zoom with Doug Leach, Esq.; Communications with Client re mediation and mediator's proposal; Communications with mediator re acceptance of mediator's proposal	8.0
Research, review and preparation of class/paga settlement agreement and individual settlement agreement, class notice, and individual settlement; Further communications and discussions with Defense Counsel and Client re same	7.2
Draft First Amended Class and PAGA Action Complaint; Draft Stipulation to File FAC; Filing of Stipulation and FAC; related communications with Defense Counsel	4.4

Wagner v. Park Place Asset Management, et al.
Attorney Time/Task

Task	Evan S. Gaines, Esq. \$700/hr
Draft and file stipulation to continue CMC and file; Communications with Defense re same	1.2
Drafting of motion for preliminary approval and related exhibits and documents and related communications with Defense Counsel and Client	9.5
Prepare supplemental briefing per tentative ruling, revise settlement and notice, and file; related communications with Defense Counsel	3.5
Drafting of motion for final approval and related documents exhibits and documents and related communications with Defense Counsel and Client	9.0
Estimated time required for related administration work and uploading of documents to LWDA; Prepare for and attend Final Approval hearing and related communications with Defense and Client	5.0
Total Hours:	71.3
Total Lodestar Per Attorney:	\$49,910.00

EXHIBIT E

**WAGNER v. PARK PLACE ASSET MANAGEMENT, A CALIFORNIA LIMITED
PARTNERSHIP, et al.
Gaines Law Corporation Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Filing fees (including related attorney service expenses)	\$ 900.10
Postage	\$ 104.28
Service Fees	\$ 200.75
Mediation Fees	\$ 3,000.00
Misc Fees	\$ 10.00
Future estimated expenses	\$ 135.00
• <i>Filing fees and One Legal Service fees for Motion for Final Approval (will be filed via One Legal) - \$87.19</i> • <i>Filing fees and One Legal Service fees for Notice of Entry of Order once Final Order signed (will be filed via One Legal) - \$50.00</i>	
TOTAL EXPENSES	\$ 4,350.13

EXHIBIT F