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

DEVANTE XAVIER NEWMAN, individually, and  
on behalf of all others similarly situated,

*Plaintiff,*

vs.

STRAUCH MANAGEMENT, LLC, a limited  
liability company; CAMERON PARK  
PETROLEUM, INC., a California corporation; M &  
M FUELS, INC., a California corporation;  
WOODCREEK OAKS PETROLEUM, INC., a  
California corporation; STRAUCH & COMPANY,  
a California corporation; and DOES 1 through 10,  
inclusive,

*Defendants.*

Case No.: 24CV008370

CLASS AND REPRESENTATIVE ACTION

[Honorable Lauri A Damrell, Department 22]

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

*[Filed with the Supplemental Declaration of  
Kane Moon]*

Complaint Filed: April 29, 2024

Trial Date: Not Set

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1 Settlement Amount (currently estimated to be \$500,000.00); and (f) and Litigation Costs for  
2 reimbursement of actual costs to Class Counsel not to exceed \$25,000.00.

3         3.         The Court finds on a preliminary basis that: (1) the settlement amount is fair and  
4 reasonable to the Class Members when balanced against the probable outcome of further litigation  
5 relating to class certification, liability and damages issues, and potential appeals; (2) significant  
6 informal discovery, investigation, research, and litigation have been conducted such that counsel  
7 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)  
8 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the  
9 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result  
10 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,  
11 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and  
12 meets the requirements for preliminary approval.

13         4.         A final approval hearing on the question of whether the proposed Settlement  
14 Agreement, attorneys' fees to Class Counsel, litigation costs to Class Counsel, the PAGA  
15 Allocation, and the Enhancement Payment to Plaintiff should be finally approved as fair,  
16 reasonable, and adequate as to the members of the Class is hereby set in accordance with the  
17 Implementation Schedule set forth below.

18         5.         The Court provisionally certifies, for settlement purposes only, the following class  
19 (the "Settlement Class," "Class," or "Class Members"): all persons currently or formerly  
20 employed by Defendants, as non-exempt, hourly-paid employees from February 5, 2022, through  
21 January 13, 2025, ("Class Period"). Excluded from the Class are all Class Member who submit  
22 timely, proper and/or code-compliant exclusion requests to the Settlement Administrator.

23         6.         The Court provisionally certifies, for settlement purposes only, the following  
24 individuals (the "PAGA Group" or "PAGA Employees" or "Aggrieved Employees"): all persons  
25 currently or formerly employed by Defendants, as non-exempt, hourly-paid employees from April  
26 29, 2023 through January 13, 2025 ("PAGA Period").

27         7.         Release by Class and PAGA Employees. Upon final approval by the Court of this  
28 Settlement and Defendants' payment of all sums due pursuant to this Settlement, and except as to such

1 rights or claims as may be created by this Settlement, the Class Representative, each Settlement Class  
2 Member, and each PAGA Employee (regardless of whether they have requested exclusion from the  
3 Settlement of Class claims), will release claims as follows (Settlement, ¶ 42.):

4       a.     **Released Parties.** Strauch Management, LLC; Strauch Brother Incorporation; Rancho  
5 Convenience Center, Inc.; Linda Petroleum, Inc.; Cameron Park Petroleum, Inc.; M & M Fuels, Inc.;  
6 Woodcreek Oaks Petroleum, Inc.; and Strauch & Company; all entities affiliated with it, and all officers,  
7 directors, representatives, owners, partners, subsidiaries, parent and affiliated companies, all persons or  
8 entities acting in concert with or affiliated with any of them (collectively “Releasees”) (*Id.* at ¶ 42(a).)

9       b.     **Date Release Becomes Active.** The Released Claims and Released PAGA Claims will be  
10 released upon the later of (1) the Effective Date, or (2) the satisfaction of Defendants’ obligation to  
11 provide to the Settlement Administrator a sum in the amount required to satisfy all required payments  
12 and distributions pursuant to this Settlement and the Order and Judgment of final approval. Settlement  
13 Class Members will not release the Released Claims and PAGA Employees will not release the Released  
14 PAGA Claims until both the Effective Date of the Settlement has occurred **and** Defendants have paid  
15 all amounts owing under the Settlement. (*Id.* at ¶ 42(b).)

16       c.     **Claims Released by Settlement Class Members.** Plaintiff and the members of the  
17 Settlement Class who do not opt out of the settlement will release Releasees from all claims as pled in  
18 the Complaint including claims for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime  
19 Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5)  
20 Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at  
21 Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair Business  
22 Practices; based on the allegations in the Complaint. This also includes any and all claims alleged or that  
23 could have been alleged based on the facts of the Complaint for unpaid wages, and all other associated  
24 damages and/or penalties, including but not limited to claims under Labor Code sections 201, 202, 203,  
25 204, 210, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2 1197, 1197.1, 1198, 2800, and  
26 2802, all applicable IWC Wage Orders, and Business and Professions Code section 17200 et seq. For  
27 Plaintiff and the members of the Settlement Class who do not opt out of the settlement, the Settlement  
28 Class Release shall include all released claims which arose during the Class Period. (*Id.* at ¶ 42(c).)

1           d.       **Claims Released by the PAGA Group.** Plaintiff and the members of the PAGA Group  
2 will release Releasees from all claims as pled in the Complaint and the PAGA Notice for violation of  
3 California Labor Code section 2698, et seq. (“PAGA”) based on the allegations in the Complaint as well  
4 as any and all PAGA claims that were asserted or could have been asserted in the Complaint and the  
5 PAGA Notice. . This also includes any and all PAGA claims alleged or that could have been alleged  
6 based on the facts of Plaintiff’s Complaint and the PAGA Notice including but not limited to claims for  
7 civil penalties under Labor Code section 2698, et seq., for alleged violations of Labor Code sections 201,  
8 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2 1197, 1197.1, 1198,  
9 2800, 2802, and all applicable IWC Wage Orders. There shall be no right to opt-out of the PAGA  
10 Release for members of the PAGA Group and the Judgment on this Settlement will have res judicata  
11 effect as to the PAGA claim for all members of the PAGA Group. Moreover, this Agreement shall be  
12 effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against  
13 Defendants for Labor Code or Wage Order violations suffered by any of the PAGA Group members  
14 which are premised upon the facts and allegations in the Complaint and the PAGA Notice as well as any  
15 and all claims for civil penalties that were asserted or could have been asserted based on the factual  
16 allegations contained in the Complaint and in the PAGA Notice (i.e., the Judgment on this Settlement  
17 will have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA  
18 or by a representative pursuant to PAGA). For Plaintiff, the members of the PAGA Group, and the  
19 LWDA, the PAGA Release shall include all released claims from through the PAGA Period. (*Id.* at ¶  
20 42(d).)

21           8.       Release by Plaintiff and the Class Representative. Upon Final Approval by the  
22 Court of this Settlement and Defendants’ payment of all sums due pursuant to this Settlement, and  
23 except as to such rights or claims as may be otherwise created by this Settlement, Plaintiff and  
24 Class Representative, will release claims as follows: (*Id.* at ¶ 43.)

25           a.       Plaintiff releases Releasees from any and all claims, known and unknown, relating  
26 to his employment with Defendants, of any nature whatsoever, from the beginning  
27 of time through the date on which this Settlement is executed. This includes but is  
28 not limited to all claims pled in the Complaint, and any further amended pleading

as necessary, with a corresponding California Civil Code section 1542 waiver, including but not limited to claims for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unfair Business Practices; (9) Civil Penalties Under PAGA. Based on the allegations in the operative Complaint, as well as any and all employment claims and any and all wage and hour claims that were asserted or could have been asserted based on the factual allegations contained in the Complaint, or any amended complaints. This also includes, but is not limited to, any and all claims alleged or that could have been alleged based on the facts of the Complaint or any amended complaint for unpaid wages, economic damages, non-economic damages, any other damages, civil or statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or penalties, including but not limited to claims under Labor Code section 2698, *et seq.*, Labor Code sections 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5 1182.12, 1194, 1194.2 1197, 1197.1, 1198, 2800, 2802, 2699 *et. seq.* all applicable IWC Wage Orders, Business and Professions Code section 17200 *et seq.*, and any and all claims or potential claims for lost wages and/or benefits, consequential economic damages, other economic damages, punitive damages, emotional distress damages, reputation damages, any other damages, attorneys' fees and costs and interest. (*Id.* at ¶ 43(a).)

- b. Plaintiff and Class Representative also acknowledges that he has read Section 1542 of the *Civil Code* of the State of California, which provides as follows: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or the released party. (*Id.* at ¶ 43(b).)

1 c. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a  
2 complete release and discharge of the claims in Plaintiff's Release, Plaintiff expressly  
3 acknowledges that this Agreement is intended to include in its effect all claims he does not  
4 know of or suspect to exist in his favor at the time of execution hereof and that this  
5 Agreement contemplates the extinguishment of all such claims. (*Id.* at ¶ 43(c).)

6 9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and  
7 definitions as set forth in the Settlement.

8 10. The Court preliminarily finds, for settlement purposes only, that the Class meets  
9 the requirements for certification under California Code of Civil Procedure section 382 in that:  
10 (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that  
11 are common, or of general interest, to all Class Members, which predominate over individual  
12 issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class  
13 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class  
14 action is superior to other available methods for the fair and efficient adjudication of the  
15 controversy.

16 11. The Court preliminarily appoints, for settlement purposes only, Plaintiff as the  
17 "Class Representative." The Court approves, on a preliminary basis, payment of an Enhancement  
18 Award from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to the amount  
19 Plaintiff is eligible to receive as a Class Member, for his contributions and participation in the  
20 litigation, for the risks and duties attendant to his role as the Class Representative, and for his  
21 general release of claims, both known and unknown, and waiver of section 1542 rights. To the  
22 extent the final amount awarded is less than the amount requested, the remainder will be retained  
23 in the Net Settlement Amount for distribution to Settlement Class Members.

24 12. The Court preliminarily appoints, for settlement purposes only, Plaintiff's Counsel  
25 Moon Law Group, PC as "Class Counsel." The Court approves, on a preliminary basis, Class  
26 Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount  
27 (currently estimated to be \$500,000.00), as well as reimbursement for actual litigation costs not  
28 to exceed \$25,000.00, payable from the Gross Settlement Amount. To the extent actual costs are

1 less and/or the final amounts awarded for fees and/or costs are less than the amounts requested,  
2 the remainder will be retained in the Net Settlement Amount for distribution to Settlement Class  
3 Members.

4 13. The Court preliminarily appoints Simpluris, Inc. as the “Settlement  
5 Administrator” with payment, payable the Gross Settlement Amount, for administration costs not  
6 to exceed \$19,185.00, except upon a showing of good cause and as approved by the Court. To the  
7 extent administration costs are less, the remainder will be retained in the Net Settlement Amount  
8 for distribution to Settlement Class Members.

9 14. The Settlement Administrator shall perform services and duties as provided for in  
10 the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail to  
11 Class Members. Class Members shall not be required to submit a claim form in order to receive  
12 individual settlement payments.

13 15. The Court approves the Class Notice in substantially similar form and content as  
14 attached hereto as **Exhibit A**. The Court finds, on a preliminary basis, that the plan for distribution  
15 of the Class Notice satisfies due process, provides the best notice practicable under the  
16 circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

17 16. The obligations set forth in the Settlement Agreement are deemed part of this  
18 Preliminary Approval Order, and the Parties and the Settlement Administrator are ordered to carry  
19 out the Settlement Agreement according to its terms and provisions.

20 17. The Court orders the following Implementation Schedule:

|                                                                                    |                                                                                                                  |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 21 Defendant to provide the Settlement<br>22 Administrator with the Class database | Within 14 calendar days after<br>preliminary approval is granted                                                 |
| 23 Administrator to mail the Notices                                               | Within 14 calendar days after receiving<br>24 the Class database                                                 |
| 25 Response Deadline for Class Members                                             | Within 45 calendar days after mailing<br>26 (extended by 15 calendar days for any<br>27 re-mailed Class Notices) |



|                                                         |                                                          |
|---------------------------------------------------------|----------------------------------------------------------|
| Last Day to File a Motion for Final Settlement Approval | At least 16 court days before the Final Approval Hearing |
| Final Approval Hearing                                  | Friday, August 22, 2025 at 9:00 a.m. in Dept. 22         |

18. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

19. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Lauri A. Damrell  
Judge of the Superior Court, Sacramento County

# **EXHIBIT A**

## NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

*Devante Xavier Newman v. Strauch Management, LLC et. al.* Superior Court of the State of California, County of Sacramento, Case Number 24CV008370

### PLEASE READ THIS NOTICE

The above class and representative action (“Action”) was filed by Plaintiff Devante Xavier Newman (“Plaintiff”) against Defendants Strauch Management, LLC; et al. (“Defendants”). In the Action, Plaintiff alleges Defendants failed to properly compensate Class Members for all hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to reimburse Class Members for necessary business expenses, failed to provide Class Members with accurate itemized wage statements, failed to timely pay Class Members all wages owed during employment and/or upon termination, failed to maintain accurate payroll records, violated California Business and Professions Code sections 17200, *et. seq.*, and owe civil penalties to the Labor and Workforce Development Agency (“LWDA”) and PAGA Employees under the Private Attorneys General Act, California Labor Code sections 2698, *et. seq.* (“PAGA”). Defendants deny these allegations and contend that they complied with all applicable law.

A First Amended Joint Stipulation of Class and PAGA Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) has been reached in the Action and preliminarily approved by the Court. You have been identified by Defendants’ records as a Class Member. Therefore, you are subject to the terms of the Settlement. Please read this notice carefully, as it may affect your legal rights.

“Settlement Class” or “Class” or “Class Member(s)” is defined as: all persons currently or formerly employed by Defendants, as non-exempt, hourly-paid employees from February 5, 2022 through January 13, 2025 (“Class Period”). “PAGA Group” or “PAGA Employee(s)” or “Aggrieved Employee(s)” is defined as: all persons currently or formerly employed by Defendants, as non-exempt, hourly-paid employees from April 29, 2023 through January 13, 2025 (“PAGA Period”).

| YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Participate in the Settlement</b>                         | If you want to be bound by the Settlement, remain in the Class, and <b>receive your individual Settlement Class Payment and, if eligible, PAGA Settlement Payment</b> , then you do not need to do anything.                                                                                                                                                                                                                                                                                                                                           |
| <b>Exclude Yourself From the Settlement</b>                  | If you do not want to be bound by the Settlement or remain in the Class, you should follow the instructions in Section 6. If you exclude yourself, <b>you will not receive your individual Settlement Class Payment, and you will not release the Released Claims against the Released Parties (defined in Section 4 below).</b> If this Settlement is approved by the Court and you are a PAGA Employee, you <i>will</i> receive your PAGA Settlement Payment and release the Released PAGA Claims, even if you exclude yourself from the Settlement. |

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Object to the Settlement</b>                  | If you want to object to the Settlement but remain in the Class, you should follow the instructions in Section 7. If you object, <b>you will still be bound by the terms of the Settlement, if approved by the Court.</b>                                                                                                                                                                                                                   |
| <b>Participate in the Final Approval Hearing</b> | The Court's Final Approval Hearing is scheduled to take place on <b>August 22, 2025 at 9:00 a.m.</b> You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice. |

## **1. WHY DID I GET THIS NOTICE?**

You have received this Notice because Defendants' records reflect that you are a Class Member, as defined above. This Notice provides you with information about (1) the monetary terms of the Settlement, (2) your estimated individual Settlement Class Payment, provided you remain a "Settlement Class Member" (*i.e.*, a Class Member who does not request to be excluded from the Settlement), (3) your estimated individual PAGA Settlement Payment, provided you are a "PAGA Employee," (4) the terms of the Settlement, including the claims that are being released, (5) how to participate in, exclude yourself from, or object to the Settlement, and (6) where to find additional information regarding the case and Settlement.

## **2. WHAT IS THIS CASE ABOUT?**

Plaintiff filed a Class Action Complaint on April 29, 2024, which commenced the lawsuit entitled *Devante Xavier Newman v. Strauch Management, LLC et. al.* Superior Court of the State of California, County of Sacramento, Case Number 24CV008370. On December 30, 2024, Plaintiff filed a First Amended Class Action and Representative Action Complaint ("Operative Complaint"), which added a claim against Defendants under PAGA.

The Operative Complaint alleges that Defendants: (1) failed to pay minimum wages for all hours worked; (2) failed to pay overtime compensation; (3) failed to provide compliant meal periods or compensation in lieu thereof; (4) failed to provide compliant rest breaks or compensation in lieu thereof; (5) failed to indemnify necessary business expenses; (6) failed to timely pay all compensation due upon termination or resignation; (7) failed to provide accurate itemized wage statements; (8) engaged in unfair competition in violation of Business and Professions Code sections 17200, *et seq.*; and (9) owe civil penalties under PAGA.

Defendants deny any liability or wrongdoing of any kind. Defendants contend, among other things, that it complied at all times with the California Labor Code, all Industrial Welfare Commission Wage Orders, and the Business and Professions Code, that employees were correctly and timely paid all wages, and that meal periods and rest breaks were provided as required by applicable law.

The Court has not ruled on the merits of the claims alleged in the Operative Complaint. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is

sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable and that any final determination of those issues will be made at the final approval hearing. Defendants reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class or representative action.

### **3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL SETTLEMENT CLASS PAYMENT AND PAGA SETTLEMENT PAYMENT**

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Gross Settlement Amount of One Million and Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) to settle the Action.

The following amounts will be paid from the Gross Settlement Amount:

- Litigation Costs not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel for reimbursement of litigation costs and expenses (“Litigation Costs”);
- Attorneys’ Fees not to exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), to Class Counsel for their work in furtherance of the Action (“Attorneys’ Fees”);
- Settlement Administration Costs not to exceed Nineteen Thousand One Hundred Eighty Five Dollars and Zero Cents (\$19,185.00) for costs incurred by the Settlement Administrator (“Settlement Administration Costs”);
- An Enhancement Award to the named Plaintiff not to exceed Seven Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00) for his services as Class Representative (“Enhancement Award”); and
- A payment in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) to California’s Labor & Workforce Development Agency (“LWDA”) allocated to the payment of civil penalties under PAGA (“PAGA Allocation”). Pursuant to California law, 75% (\$37,500.00) of the PAGA Allocation will be paid to the LWDA, and the remaining 25% (\$12,500.00) will be paid to PAGA Employees as set forth below.

The amount remaining from the Gross Settlement Amount after the above deductions is called the “Net Settlement Amount.” The Net Settlement Amount will be allocated to all Settlement Class Members on a *pro rata* basis, based on their number of Covered Workweeks. Each such payment is an individual “Settlement Class Payment” and will be calculated as follows:

1. The Settlement Administrator will determine the number of workweeks worked by each Settlement Class Member during the Class Period (“Covered Workweeks”);
2. The Settlement Administrator will determine the value of a single Covered Workweek by dividing the Net Settlement Amount by the total number of Covered Workweeks worked by all Settlement Class Members; and

3. Each Settlement Class Member shall receive an individual Settlement Class Payment equal to his or her Covered Workweeks multiplied by the value of a single Covered Workweek.

**You have been credited with [REDACTED] Covered Workweeks. Based on these Covered Workweeks, your individual Settlement Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED].**

**PAGA Settlement Payment:** A total of Fifty Thousand Dollars and Zero Cents (\$50,000.00) has been allocated to the PAGA Allocation. Of this amount, 75% (i.e., \$37,500.00) will be paid to California's LWDA ("PAGA Penalty Payment"), and 25% (i.e., \$12,500.00) ("PAGA Settlement Payment") will be paid on a *pro rata* basis to PAGA Employees. Each such payment is an individual "PAGA Settlement Payment" and will be calculated as follows:

1. The Settlement Administrator will determine the number of pay periods worked by each PAGA Employee during the PAGA Period ("PAGA Pay Periods");
2. The Settlement Administrator will determine the value of a single PAGA Pay Period by dividing the PAGA Settlement Payment by the total number of PAGA Pay Periods worked by all PAGA Employees; and
3. Each PAGA Employee shall receive an individual PAGA Settlement Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

**You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your individual PAGA Settlement Payment is estimated to be \$ [REDACTED].**

If you dispute the above information, you may submit a written dispute to the number of Covered Workweeks and/or PAGA Pay Periods allocated to you ("Dispute") to the Settlement Administrator. Your Dispute must (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Devante Xavier Newman v. Strauch Management, LLC et. al.* Superior Court of the State of California, County of Sacramento, Case Number 24CV008370); (2) be signed by you; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the address or fax number listed below; (4) clearly state the number of Covered Workweeks and/or PAGA Pay Periods you believe is correct; and (5) attach any documentary evidence you have to prove the number of contended Covered Workweeks and/or PAGA Pay Periods.

[Settlement Administrator]  
[contact info including e-mail address]

Twenty percent (20%) of each individual Settlement Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; eighty percent (80%) of each individual Settlement Class Payment will be considered penalties and interest and any other non-wage related amount. The amount allocated as wages will be reported on an IRS form W-2, and

the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each individual PAGA Settlement Payment will be allocated as penalties and reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendants will pay all employer-payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages.

Class Members are responsible for paying taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one hundred and eighty (180) days. After that, checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Settlement Administrator, will be cancelled, and the Settlement Administrator shall send the funds associated with uncashed checks to the State of California Unclaimed Property Fund in the name of the Class Member(s) who failed to timely cash their checks. Class Members who do not timely cash their checks should contact the administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

#### **4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?**

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), all Class Members who do not opt out of the Settlement (*i.e.*, all Settlement Class Members) do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released Claims against any and all Released Parties.

“Released Parties” means Defendants, all entities affiliated with it, and all officers, directors, representatives, owners, partners, subsidiaries, parent and affiliated companies, joint venturers, clients, joint employers, predecessors, managers, servants, successors-in-interest, assigns, current and former employees of Defendants, including but not limited to agents, insurers, attorneys and all persons or entities acting in concert with or affiliated with any of them (collectively “Releasees”).

“Claims Released by Settlement Class Members” means all claims as pled in the Complaint including claims for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair Business Practices; based on the allegations in the Complaint. This also includes any and all claims alleged or that could have been alleged based on the facts of the Complaint for unpaid wages, and all other associated damages and/or penalties, including but not limited to claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, all applicable IWC Wage Orders, and Business and Professions Code section 17200 et seq. For Plaintiff and the members of the Settlement Class who do not opt out of the settlement, the Settlement Class Release shall include all released claims which arose during the Class Period.

## **5. WHAT AM I RELEASING AS A PAGA EMPLOYEE UNDER THE SETTLEMENT?**

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), and after payment of all funds due under the terms of the Settlement, all PAGA Employees do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Released PAGA Claims. Released Parties is defined in Section 4 of this Notice, above.

“Claims Released by the PAGA Group” means all claims as pled in the Complaint and the PAGA Notice for violation of PAGA based on the allegations in the Complaint as well as any and all PAGA claims that were asserted or could have been asserted in the Complaint and the PAGA Notice. This also includes any and all PAGA claims alleged or that could have been alleged based on the facts of Plaintiff’s Complaint and the PAGA Notice including but not limited to claims for civil penalties under Labor Code section 2698, et seq., for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and all applicable IWC Wage Orders. There shall be no right to opt-out of the PAGA Release for members of the PAGA Group and the Judgment on this Settlement will have res judicata effect as to the PAGA claim for all members of the PAGA Group. Moreover, this Agreement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against Defendants for Labor Code or Wage Order violations suffered by any of the PAGA Group members which are premised upon the facts and allegations in the Complaint and the PAGA Notice as well as any and all claims for civil penalties that were asserted or could have been asserted based on the factual allegations contained in the Complaint and in the PAGA Notice, i.e., the Judgment on this Settlement will have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA). For Plaintiff, the members of the PAGA Group, and the LWDA, the PAGA Release shall include all released claims from through the PAGA Period.

**PAGA EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF CLAIMS RELEASED BY THE PAGA GROUP, AND THEY WILL RECEIVE A PAGA SETTLEMENT PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.**

## **6. WHAT IF I DON’T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?**

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Claims Released by Settlement Class Members, but you are not able to exclude yourself as a PAGA Employee. To exclude yourself as a Settlement Class Member, you should submit a written request for exclusion to the Settlement Administrator (“Opt Out Request”) at the address, email address, or fax number listed in Section 3 of this Notice, above.

A valid and complete Opt Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the Action (i.e. *Devante Xavier Newman v. Strauch Management, LLC et. al.* Superior Court of the State of California, County of Sacramento, Case Number 24CV008370); (2) be signed by the Class Member; and (3) be postmarked, e-mailed, or fax stamped on or before **Response Deadline** and



returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above.

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval. Class Members who request to be excluded from the Settlement will NOT receive their individual Settlement Class Payment and will not release any of the Claims Released by Settlement Class Members. However, Class Members who are PAGA Employees will receive their PAGA Settlement Payment and will release the Claims Released by the PAGA Group regardless of whether they submit an Opt Out Request.

#### **7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?**

Any Settlement Class Member may object to the Settlement or to any settlement term. If you wish to object, you may submit your objection in writing to the Settlement Administrator (“Objection”) at the specified address, e-mail address, or fax number listed in Section 3 of this Notice, above. A valid and timely Objection should (1) contain the name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the Action (*Devante Xavier Newman v. Strauch Management, LLC et. al.* Superior Court of the State of California, County of Sacramento, Case Number 24CV008370); (2) be signed by the Settlement Class Member; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) give the legal and factual basis for their objection. If you choose to object, you may also appear at the final approval hearing (as detailed in section 8, below) to state your objection on the record. You may object at the final approval hearing even if you do not submit a written objection.

Filing an objection will **not** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an individual Settlement Class Payment and you will be barred from pursuing the Claims Released by Settlement Class Members. **Do not file both an Objection and Opt Out Request.** You may file one or neither. If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

#### **8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Final Approval Hearing is scheduled to take place on **August 22, 2025, at 9:00 a.m.** in the Superior Court of the State of California, County of Sacramento, Department 22, located at 720 9th Street, Sacramento, California 95814.

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID: 16184738886

#### **9. WHO ARE THE ATTORNEYS?**

**Attorneys for Plaintiff and the Class are:**

**Attorneys for Defendants are:**

Kane Moon  
Lilit Ter-Astvatsatryan  
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The Court has decided that the Attorneys for Plaintiff and the Class are qualified to represent the Settlement Class Members. Other than the Attorneys' Fees and Litigation Costs approved by the Court, to be paid out of the Gross Settlement Amount, you will not be charged for their services.

#### **10. SHOULD I GET MY OWN LAWYER?**

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

#### **11. FURTHER INFORMATION**

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the settlement agreement available at [www.saccourt.ca.gov](http://www.saccourt.ca.gov), by contacting Class Counsel at the address or telephone number provided in Section 9, above, or by visiting the office of the Clerk of the Superior Court of the State of California, County of Sacramento, Department 22, located at 720 9th Street, Sacramento, California 95814, or the Court's website [www.saccourt.ca.gov](http://www.saccourt.ca.gov).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT.**