

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com

Polaris Law Group

501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Class

Additional Counsel on Next Page

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

DONNA BRADLEY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

APARTMENT MANAGEMENT
CONSULTANTS, L.L.C., a limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 24CV002090

**DECLARATION OF DAVID MARA, ESQ., IN
SUPPORT OF PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE, SETTING
OF FINAL APPROVAL HEARING DATE**

Date: October 16, 2026

Time: 8:30 a.m.

Judge: Hon. Ian A. Rivamonte

Dept.: 14

1 **DAVID YEREMIAN & ASSOCIATES, INC.**

David Yeremian (State Bar No. 226337)
2 Natalie Haritonian (State Bar No. 324318)
3 535 N. Brand Blvd., Suite 705
Glendale, California 91203
4 Telephone: (818) 230-8380
Facsimile: (818) 230-0308
5

6 **UNITED EMPLOYEES LAW GROUP, PC**

Walter Haines (State Bar No. 71075)
7 5500 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
8 Telephone: (310) 652-2242

9 **MARA LAW FIRM, PC**

10 David Mara, Esq. (State Bar No. 230498)
Jill Vecchi, Esq. (State Bar No. 299333)
11 3160 Camino Del Rio South, Suite 207
San Diego, California 92108
12 Telephone: (619) 234-2833
13 Facsimile: (619) 234-4048

14 **MOLTENI EMPLOYMENT LAW**

15 Cristina Molteni, Esq. (State Bar No. 244715)
100 Pine Street, Suite 1250
16 San Francisco, California 94111

17 **THE BYRNE LAW GROUP**

18 Adrian Byrne, Esq. (State Bar No. 304020)
8605 Santa Monica Boulevard, Suite 48497
19 West Hollywood, California 90069

20 Attorneys for Plaintiffs the Class
21
22
23
24
25
26
27
28

1 I, DAVID MARA, declare as follows:

- 2 1. I am President of Mara Law Firm, PC, and counsel of record for Plaintiff Kevin Nikaido and
3 the putative class in this matter. I am duly admitted to practice before all the courts of the state
4 of California. The following facts are within my personal knowledge and, if called to testify,
5 I could and would competently testify thereto.
- 6 2. I graduated from California Western School of Law and was admitted to practice law in
7 California in May 2004.
- 8 3. I extensively handle employment cases which involve violations of the California Labor
9 Code and Industrial Welfare Commission Wage Orders, such as wage and hour class
10 actions and cases alleging violations of the Private Attorneys General Act of 2004
11 (“PAGA”).
- 12 4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County Superior
13 Court, Case No. GIC834348) which was the underlying case in the California Supreme
14 Court’s landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th
15 1004, in which the California Supreme Court delineated the scope of employer obligations to
16 provide, and employee rights to receive, meal and rest periods under California law.
- 17 5. I am frequently called upon to author Amicus Curiae briefs on behalf of Consumer Attorneys
18 of California (“CAOC”). For example, I authored the Amicus Curiae briefs on behalf of
19 CAOC in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The California
20 Supreme Court ruling that, like meal periods, employers must relieve employees of all duty
21 and relinquish all control to satisfactorily discharge its obligation to authorize and permit rest
22 periods.); *Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038 (The California Supreme Court ruling
23 that the time spent on the employer’s premises waiting for, and undergoing, required exit
24 searches of packages, bags, or personal technology devices voluntarily brought to work is
25 compensable hours worked within the meaning of the Wage Orders.); *Oliver v. Superior*
26 *Court* (2021) California Court of Appeal Case No. H049185 (A brief asking the California
27 Court of Appeal for the Sixth Appellate District to determine whether mandatory drive time
28

of personal vehicles should be considered hours worked within the meaning of the Wage Orders’ suffered or permitted test.). *Davidson v. O’Reilly Auto Enterprises, LLC* (9th Cir., 2020; Docket No. 18-56188) (a brief seeking Review *En Banc* of an order denying class certification in a wage and hour matter).

6. I was a member of CAOC’s Amicus Committee that determines the cases in which the organization will agree to provide amicus support.
7. I have also lectured as a panelist for California Employment Lawyers Association regarding a host of wage and hour issues.
8. My firm has been granted class certification in both state and federal courts.
9. I have been named as class counsel in a number of wage and hour class actions in which the Court granted the plaintiff’s motion for class certification. For example, my firm has been named class counsel: *Mario Norona v. B&G Delivery System, Inc.* (Sacramento County Superior Court, Case No. 34-2015-00186826-CU-OE-GDS); *Jerald Schroeder v. YRC, Inc.; et al.* (Central District of California, Case No. 12-cv-01374-TJH); *John Martin v. Sysco Corporation, et al.* (Eastern District of California, Case No. 1:16-cv-00990-DAD-SAB); *William Smith v. Werner Enterprises, Inc. d/b/a C.L. Werner, Inc.* (District of Nebraska, Case No. 8:15-cv-287); *Thomas Perez v. City of San Diego* (San Diego County Superior Court, Case No. 37-2014-00016621-CU-OE-CTL); *Eric Mendez v. M&N Consulting, Inc. dba A-Line Messenger Service* (San Bernardino County Superior Court, Case No. CIVDS1923624); *Denson Sales v. Professional Auto Transport, Inc. et al.* (San Bernardino County Superior Court, Case No. CIVDS2010153); *Sonny Williams v. Hansen and Adkins Auto Transport, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVDS2020832); *Bobby Williams v. Mohsen Transport, Inc.* (San Diego County Superior Court, Case No. 37-2019-00063361-CU-OE-CTL); and *Ashton Harden vs. Mushiana Transport Inc.* (Sacramento County Superior Court, Case No. 34-2021-00301950-CU-OE-GDS).
10. I am also plaintiff’s counsel in a host of other class actions involving violations of California’s wage and hour laws. For example, I have been and am involved as counsel for plaintiff in the

1 following sampling of class action cases involving wage and hour violations under California
2 law: *Alton Davis v. Apria Healthcare Group, Inc.* (San Diego County Superior Court, Case
3 No. 37-2014-00004724-CU-OE-CTL); *Terrance Bailey v. Blue Apron, LLC; et al.* (Northern
4 District of California, Case No. 18-cv-07000-VC); *Moises Hernandez v. Pasha Distribution*
5 *Services LLC et al.* (Alameda County Superior Court, Case No. RG21113722); *Keith Davis*
6 *v. Walnut LLC* (Los Angeles County Superior Court, Case No. 20STCV34519); *Simon Munoz*
7 *v. RDO Equipment Co.* (Eastern District of California, Case No. 23-cv-00979); *Paul Garcia*
8 *et al. v. Haralambos Beverage Co.* (Los Angeles County Superior Court, Case No.
9 BC660723); *Brett Kelly v. Conrad Wood Preserving Co.* (Stanislaus County Superior Court,
10 Case No. CV-23-003516); *Robert Mark-Waterhouse v. DOT Transportation, Inc. et al.*
11 (Stanislaus County Superior Court, Case No. CV-22-004102); *James Queen v. Sorenson*
12 *Communications, LLC* (San Diego County Superior Court, Case No. 37-2023-00016623-CU-
13 OE-CTL); *Marichu Jeffries v. The Meadows at Country Place, LLC* (Sacramento County
14 Superior Court, Case No. 23CV003530); *Michael Valentich v. Hub Construction Specialties,*
15 *Inc.* (San Bernardino County Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega*
16 *Velazquez v. Hunter Landscape, Inc.; et al.* (San Bernardino County Superior Court, Case No.
17 CIVDS1928062); *Larry Perez v. The Nielsen Company (US), LLC* (Orange County Superior
18 Court, Case No. 30-2021-01194324-CU-OE-CXC); *Erik Martinez v. Patrick Industries, Inc.*
19 (San Bernardino County Superior Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw*
20 *Industries, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVSB2024674);
21 and *Aaron Romero v. Vitro Flat Glass, LLC* (Kern County Superior Court, Case No. BCV-
22 21-101357).

- 23
- 24 11. On March 6, 2024, Plaintiff Nikaido sent written notice to the LWDA and Defendant of
25 Defendant's alleged violation of Labor Code in accordance with the PAGA. A true and
26 correct copy of Plaintiff Nikaido's PAGA notice is attached hereto as **Exhibit 2**.
- 27 12. On March 19, 2024, Plaintiff Nikaido filed a class action complaint against Defendant in
28 the Contra Costa County Superior Court alleging the following causes of action: (1) Failure

1 to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to
2 Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to
3 Adopt a Compliant Sick Pay/Paid Time Off Policy; (6) Knowing and Intentional Failure to
4 Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages
5 Due at the Time of Termination of Employment; and (8) Violation of California’s Unfair
6 Competition Law (“UCL”), Business and Professions Code sections 17200, et seq.

- 7 13. On June 12, 2024, Nikaido filed a separate PAGA representative action complaint against
8 Defendant alleging the following causes of action pursuant to the PAGA: (1) Failure to Pay
9 All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide
10 Meal Periods; (4) Failure to Provide Rest Periods; (5) Knowing and Intentional Failure to
11 Comply with Itemized Employee Wage Statement Provisions; (6) Failure to Pay All Wages
12 Due at the Time of Termination of Employment; and (7) Failure to Adopt a Compliant Sick
13 Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth Amount of
14 Sick Leave Available.
- 15 14. On September 11, 2024, the Court granted a stipulation to consolidate the Plaintiff
16 Nikaido’s class and PAGA actions.
- 17 15. On August 26, 2024, Plaintiff Nikaido and Defendant attended a mediation with mediator
18 Jill Sperber. The mediation did not result in an agreement to resolve Plaintiff Nikaido’s
19 class action and PAGA claims against Defendant.
- 20 16. On March 17, 2025, Defendant filed a motion to dismiss Plaintiff Nikaido’s class and
21 PAGA claims, compel Plaintiff Nikaido’s individual claims to arbitration, and stay
22 litigation, which the Court denied. Defendant sought appellate review of this decision. Due
23 to the Parties’ settlement, on April 16, 2026, the Court of Appeal for the First Appellate
24 District dismissed Defendant’s appeal and remitted the case to the superior court.
- 25 17. The Parties conducted significant investigation and discovery of the facts and law both
26 before and after this action was filed. Through formal and informal discovery, Defendant
27 produced thousands of pages of documents. These included relevant policy documents that
28

covered employees' employment with Defendant, such as employee handbooks and safety manuals. Included within these documents were Defendant's wage and hour policies, including its meal and rest period policies. Defendant also produced time and wage records for Class Members, which Plaintiffs had an expert analyze. From this discovery, Plaintiffs and their Counsel were able to analyze Defendant's liability in this action and prepare a realistic damage model.

18. The Parties attended a global mediation with mediator Daniel Turner on October 15, 2025. As a result of this mediation, on November 3, 2025, Daniel Turner issued a global mediator's proposal to resolve Plaintiffs' actions, which was ultimately accepted by all Parties on November 7, 2025. The Parties then met and conferred over all the terms of the settlement and finalized their settlement in the Parties' Agreement. The Parties' Agreement is attached hereto as **Exhibit 1**.

19. Plaintiffs contend that employees are not provided with lawful meal and rest periods. Employers have an obligation to provide employees with thirty (30) minute meal periods and ten (10) minute rest periods. An employer "satisfies this obligation [to provide meal periods] if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so." *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme Court ruled that the standards applicable to providing meal periods the Court articulated a few years earlier in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, were equally applicable to the rest period context.

20. Plaintiffs contend that employees are not provided with lawful meal and rest periods. Plaintiffs contend that employees must always answer their phones or walkie talkies when Defendant, prospective tenants, or current tenants call them. This includes when they are on meal and rest periods. In addition, Plaintiffs assert that employees always must be available should an emergency arise, including during meal and rest period time.

1 21. Defendant disputes these claims and contends it provided employees with lawful meal and
2 rest periods. Defendant asserts that its employee handbooks contain lawful meal and rest
3 period policies and therefore Plaintiffs will have no way of showing anything more than
4 anecdotal evidence that Defendant fails to provide meal and rest periods. Defendant further
5 contends that in practice, throughout the class period, employees were permitted to take
6 duty-free and uninterrupted meal and rest periods within the timeframes outlined by
7 California law. Defendant asserts that employees have wide discretion over when and how
8 to take meal and rest periods, so long as they are legally compliant. Defendant contends
9 that if litigation were to continue, it would provide declarations from a substantial part of
10 the workforce attesting to the fact that they received lawful meal and rest periods that were
11 uninterrupted and duty-free. Defendant contends Plaintiffs' case is predicated on the
12 opinions and individualized experiences of a small minority of the class, rather than class-
13 wide proof of denying meal and rest periods. The only class-wide proof, Defendant argues,
14 supports Defendant by showing it has lawfully dispensed with its duty to adopt lawful
15 policy expressions for providing meal and rest periods.

16 22. Employees must be paid for all "hours worked," as that phrase is defined in the Wage Order
17 and interpreted by California courts. Hours worked is defined in Wage Order 5-2001 —the
18 Wage Order that governs the class members in this case— as "the time during which an
19 employee is subject to the control of an employer, and includes all the time the employee
20 is suffered or permitted to work, whether or not required to do so." Wage Order 5-2001,
21 Subd. 2(L); *see also Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833. Under
22 this standard, "it is only necessary that the worker be subject to the control of the employer
23 in order to be entitled to compensation." *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th
24 575, 584.

25 23. Here, Plaintiffs contend that Defendants fail to pay employees for all hours worked.
26 Plaintiffs allege that employees were not permitted to record more than eight (8) hours of
27 work per day. Plaintiffs contend that employees, however, would have to work additional
28

1 hours doing work related tasks such as tending to and resolving tenant issues, drafting
2 leases, finishing interviews with potential tenants and communicating with vendors.
3 Plaintiffs assert that because Defendants do not permit employees to record these hours,
4 Defendants do not pay employees for these hours.

5 24. Defendants contend that they inform employees that all hours must be recorded and that
6 they do not limit employees to recording only eight (8) hours per day. Defendants assert
7 that they have a policy that prohibits off the clock work. Defendants contend that they pay
8 employees for all hours worked, including hours worked over eight (8) in a day. Defendants
9 assert that if litigation were to continue, the Court would have to ask each employee
10 whether they recorded hours in excess of eight (8) in a day and, if not, why they did not
11 record all of their hours worked. Defendants contend that doing so would create
12 individualized issues that would defeat class certification. As in *Brinker*, where the
13 California Supreme Court ruled that off-the-clock work cannot be found without evidence
14 the employer knew or should have known the work was taking place, Defendant argues
15 here that it's strict policies commanding employees to log all hours and forbidding them to
16 work off the clock means that it could not have known any off-the-clock work was
17 occurring and the claim would thereby be defeated entirely.

18 25. Plaintiffs contend that employees are not reimbursed for all business expenses. Under
19 Labor Code § 2802, the employer must “indemnify its employees for expenses they
20 necessarily incur in the discharge of their duties...” *Gattuso v. Harte-Hanks Shoppers, Inc.*
21 (2015) 169 P.3d 889. In *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th
22 1137, 1140, it was held that § 2802 requires employers to always reimburse employees
23 who are required to use personal cell phones for work-related calls for a reasonable
24 percentage of their cell phone bills. Plaintiffs contend that employees are not reimbursed
25 for all business expenses. Plaintiffs contend that Defendant requires employees to use their
26 personnel cell phones for business purposes, such as after-hours emergencies.

27 26. Defendant asserts that employers must only reimburse an employee for “necessary
28

expenditures.” Defendant asserts that there is not a necessity to use a personal cell phone where the employer provides other means of communication and the employee opts instead to use their personal cell phone out of convenience or preference. Defendant contends that it provides all employees access to desk phones via the on-site office and supplies walkie-talkies for use while working. Moreover, Defendant asserts that for employees whose job duties require frequent cell phone use, Defendant issues cell-phone reimbursements. Additionally, Defendant asserts that if any employee believes they have incurred a necessary business-related expense from using their personal cell phone for work purposes, they are instructed to submit a reimbursement request and Defendant will reimburse the employee for this expense.

27. Plaintiffs also pursued claims for failure to pay all wages owed at the termination of employment (“waiting time penalties”). Plaintiffs allege that AMC underpaid sick pay wages to non-exempt employees who earned non-discretionary incentive compensation, including without limitation, commission pay. Specifically, whenever AMC paid sick time pursuant to Labor Code section 246, it calculated sick pay at the employee’s base hourly rate rather than at the “regular rate of pay,” which would include all forms of non-discretionary incentive wages. *See Powell v. Walmart Inc.*, 2021 WL 369550, at *2 (S.D. Cal., 2021) (“The rate of sick pay is calculated by dividing the employee’s total wages (not including overtime premium pay) by the employee’s total hours worked in the full pay periods of the prior 90 days of employment”). As a result, employees were underpaid for sick time, and AMC failed to timely pay all wages due upon separation of employment, in violation of Labor Code sections 201, 202, and 203. *See* Section III-c-v, *infra*. Although Plaintiffs believe these claims have substantial merit, continued litigation presents meaningful legal and factual risks. To recover under Labor Code section 203, Plaintiffs would also be required to establish that AMC’s failure to pay all final wages was willful.
28. In addition, this claim is derivative of Plaintiffs’ meal period, rest period, and unpaid wages claims and subject to the same risks as those claims.

- 1 29. Defendants Plaintiffs would have to prove Defendants “willfully” failed to pay employees
2 the appropriate wages due upon separation of employment. “A willful failure to pay wages
3 within the meaning of Labor Code Section 203 occurs when an employer intentionally fails
4 to pay wages to an employee when those wages are due. However, a good faith dispute that
5 any wages are due will preclude imposition of waiting time penalties under Section 203.”
6 Cal. Code Regs. Tit. 8 § 13520. “A ‘good faith dispute’ that any wages are due occurs
7 when an employer presents a defense, based in law or fact, which would preclude any
8 recovery on the part of the employee. The fact that a defense is ultimately unsuccessful
9 will not preclude a finding that a good faith dispute did exist.” *Id.*
- 10 30. Defendants contend that any failure to pay wages at the time of termination was not willful.
11 Defendants argue that it would not be liable for waiting time penalties because a “good
12 faith dispute” exists over the payment of those wages. *See* Cal. Code Regs. Tit. 8 § 13520;
13 *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201.
- 14 31. Plaintiffs also pursued claims for failure to provide accurate itemized wage statements.
15 This claim is derivative of Plaintiffs’ meal period, rest period, and unpaid wages claims.
16 Should these claims fail, this claim would also fail. Defendants contend that even if
17 Plaintiffs were successful in their meal and rest period and unpaid wages claims,
18 Defendants also argue that Plaintiffs’ meal period, rest period, and unpaid wages claims
19 cannot form the basis of their wage statement claim. Defendants rely on the case
20 *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, for the position that
21 employees do not suffer injury under California Labor Code § 226(a) so long as the wage
22 statements correctly reflected the hours worked and the pay received even if the pay is later
23 determined to be inaccurate.
- 24 32. Plaintiffs also seek PAGA penalties for the claims outlined above. PAGA allows the
25 private enforcement of certain California Labor Code sections relating to wage and hour
26 violations. The statute of limitations for PAGA violations goes back one year. Because
27 Plaintiffs’ PAGA claims are based on the same alleged unlawful conduct as their class
28

claims, Plaintiffs' PAGA claims are subject to the same risks on the merits as Plaintiffs' class claims.

33. In addition, Defendants maintain that Plaintiffs' PAGA claims face manageability concerns consistent with the class certification challenges. Specifically, Defendants have due process rights which would not permit Plaintiffs to attempt to generalize violations from disparate anecdotal evidence. *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1.

34. In addition, the Court may reduce any PAGA penalties awarded under Section 2699, subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to the Aggrieved Employees – assuming liability is proven as to each of Plaintiffs' claims – is higher in this case where these same individuals may also be receiving money for the same unlawful conduct under the class claims. *See Avila v. Cold Spring Granite Co.* (E.D. Cal. Jan. 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17 (“Because the PAGA penalties sought are at least partially duplicative of penalties granted by the underlying Labor Code violations, *see, e.g.,* Cal. Lab. Code §§ 203, 226, 558(a), 1194.2, and because a Court has discretion in whether and in what amount to award PAGA penalties, *see* Cal. Lab. Code § 2699(e)(2), Plaintiffs recognize that the potential PAGA penalties are highly uncertain.”). As such, the Court may likely reduce any PAGA penalty amount awarded to the Aggrieved Employees.

35. The settlement encompasses approximately 830,437 shifts. Employees earned approximately \$25.61 per hour on average.

36. Plaintiffs allege that Defendant failed to provide employees with rest periods in accordance with California law. Plaintiffs contend that employees are not relieved of all work duties during rest periods. If Plaintiffs were to prevail on this claim, Plaintiffs and the Class Members would be entitled to the following potential damages: \$20,792,912 (811,906 shifts over 3.5 hours x \$25.61 = \$20,792,912).

37. In addition, Plaintiffs allege that Defendant failed to provide employees with duty-free meal periods in accordance with California law. If Plaintiffs were to prevail on this claim,

1 Plaintiffs and the Class Members would be entitled to the following potential damages:
2 \$20,204,779 (788,941 shifts over 5 hours x \$25.61 = \$20,204,779.).

3 38. As the above shows, however, these numbers had to be massively compromised in light of
4 the defenses outlined above that, if successful, would result in the Plaintiffs taking nothing
5 on these claims. Plaintiffs are relying on a practice case, where the Defendant counters that
6 it's classwide policies clearly and correctly communicate its meal and rest period policies.
7 Defendant has ample legal support to show that Plaintiffs claims could be defeated entirely
8 and Plaintiffs would thus take nothing at the certification phase or, if it progressed beyond
9 certification, at summary judgment because its policies track the legal requirements in
10 California. To realistically bring these claims into a meaningful settlement position at
11 mediation, Plaintiffs had to substantially discount the above exposure model. Accordingly,
12 Plaintiffs evaluated the realistic maximum exposure for these claims in light of Defendant's
13 defenses to be approximately 10% of the above totals, or \$4,099,769.

14 39. Further, Plaintiffs allege that Defendant failed to pay all wages owed to employees.
15 Plaintiffs allege that employees were only permitted to record eight (8) hours of work per
16 shift but worked hours in excess of this. Plaintiffs believe that employees are owed
17 approximately one hour of pay per workweek. If Plaintiffs were to prevail on this claim,
18 Plaintiffs and Class Members would be entitled to the following potential damages:
19 \$6,415,294 (166,978 workweeks x \$38.42 overtime rate = \$6,415,294.).
20

21 40. As explained above, however, Defendant has strict policies for time reporting and
22 prohibiting off-the-clock work. Thus, Defendant has a strong position under *Brinker* that it
23 had no way of knowing any work would have been occurring off-the-clock. As with the
24 meal and rest claims, to communicate a realistic and meaningful settlement position at
25 mediation, this claim had to be massively discounted. Plaintiffs therefore evaluated the
26 realistic exposure to be about 5% of the above total, or \$320,746.

27 41. Plaintiffs further contend that Defendant requires employees to use their personal cell phones for work related purposes
28 and fails to reimburse employees for this use. If Plaintiffs were to prevail on this claim, Plaintiff and the Class Members

would be entitled to the following potential damages: \$1,108,140 (55,407 months x \$20 per month = \$2,216,280).

42. Defendant contends that employees are not required to use their personal cell phones for business purposes as it provides employees with access to desk phones via the on-site office and supplies walkie-talkies for use while working. Moreover, Defendant asserts that for employees whose job duties require frequent cell phone use, Defendant issues cell-phone reimbursements. Accordingly, simply because employees use their cell phones for work does not transform such use into a business expense that must be compensated. Plaintiffs had to sizably reduce the exposure here to account for this defense that, if successful, would wipe out the claims. Thus, Plaintiffs measured the realistic exposure for this for meaningful mediation discussions to be approximately 5% of the above exposure, or \$110,814.

43. If Plaintiffs were to prevail on their meal period, rest period, or unpaid wages claims, Plaintiffs may be entitled to inaccurate wage statements. If Plaintiffs were to prevail on this claim, the damages would be \$3,212,000 (803 employees in statute of limitations x \$4,000 maximum penalty = \$3,212,000).

44. Plaintiffs also contend that Defendant failed to pay all wages owed at the termination of employment, including sick pay wages. Plaintiffs calculate the potential exposure under their waiting time penalties cause of action as \$4,453,066 (966 former employees x 30 days x 6 hours x \$25.61 per hour = \$4,453,066.).

45. For waiting time penalties and wage statement claims, the risk of losing is compounded by two critical elements. One, the wage statement claim is entirely derivative of and dependent on the success of the underlying claims for wages and meal and rest period premiums. Two, the failure to itemize the claimed wages and meal/rest period premiums and to pay all wages at termination must be deemed knowing and intentional and willful. The above has laid out the incredible risk associated with the meal and rest period/wage claims. With such formidable defenses comes a greater likelihood that, even if Plaintiffs were successful, there would be no finding of a knowing and intentional violation or a willfulness to withhold legally owed wages. Accordingly, Plaintiffs realistic exposure for these claims at

1 mediation had to reflect the more attenuated likelihood of success on them. Plaintiffs
2 therefore discounted the above waiting time exposure for purposes of a mediation damage
3 model by 97%, or \$229,951.

4 46. Plaintiffs also seek PAGA penalties. PAGA allows the private enforcement of certain
5 California Labor Code sections relating to wage and hour violations. The statute of
6 limitations for PAGA violations go back one year. The potential damages under Plaintiffs'
7 PAGA claim is \$46,005,600.¹

8 47. Defendant contends that Plaintiffs would not be allowed to “stack” PAGA penalties. If the
9 Court were to agree with this and only award one PAGA penalty per pay period,
10 Defendant’s exposure would be \$9,181,800.

11 48. Based on the risks and attendant reduced values above, Plaintiff’s realistic exposure at
12 mediation for all claims was \$5,220,370. The Gross Settlement Amount of \$1,735,000 –
13 with an average settlement share amount estimated at \$452.16 – reflects a third of that
14 realistic maximum exposure model, which renders the settlement fair and reasonable.

15 49. The preliminary approval motion and supporting documents were uploaded to the LWDA.
16 Attached hereto as **Exhibit 3** is a confirmation received as a result of this upload.

17
18 I declare under penalty of perjury under the laws of the State of California that all the
19 foregoing is true and correct.

20 **MARA LAW FIRM, PC**

21 Date: September 18, 2026

22 Signed: _____

23 David Mara, Esq.

24 Attorneys for Plaintiffs and the Class

25
26
27
28

¹ [91,818 pay periods x 5 violations (meal periods, rest periods, unpaid wages, wage statements, business reimbursements) x \$100 = \$45,909,000] + [966 x 1 violation (waiting time penalties) x \$100 = 96,600)]

Exhibit 1

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Joint Stipulation and Settlement Agreement (the “Agreement”) is made and entered into by and between Plaintiffs Marylourdes Hormigas (“Hormigas”), Joe Castro (“Castro”), Kevin Nikaido (“Nikaido”), and Donna Bradley (“Bradley”) (collectively, “Plaintiffs”), individually, on behalf of all others similarly situated, and on behalf of the State of California pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) and Defendant Apartment Management Consultants, LLC (“Defendant”) (collectively, Plaintiffs and Defendant are referred to in this Agreement as the “Parties” and individually as a “Party”). This Agreement shall be binding upon Plaintiffs, Participating Class Members (as defined herein), PAGA Employees (as defined herein), the State of California with respect to the PAGA Employees, and Defendant, subject to the terms and conditions of this Agreement and the approval of the Court. This Agreement is intended to settle and fully resolve the following lawsuits:

- (1) *Marylourdes Hormigas, et al. v. DKD Property Management Company, et al.* (Solano County Superior Court, Case Number FCS054927) (“*Hormigas* PAGA Action”);
- (2) *Kevin Nikaido v. Apartment Management Consultants, LLC, et al.* (Contra Costa County Superior Court, Case No. C24-00721) (“*Nikaido* Class Action”);
- (3) *Kevin Nikaido v. Apartment Management Consultants, LLC, et al.* (Contra Costa County Superior Court, Case No. C24-01530) (“*Nikaido* PAGA Action”);
- (4) *Donna Bradley v. Apartment Management Consultants, LLC* (Monterey County Superior Court, Case No. 24CV002090) (“*Bradley* Class Action”); and
- (5) *Donna Bradley v. Apartment Management Consultants, LLC* (Monterey County Superior Court, Case No. 24CV003056) (“*Bradley* PAGA Action”).

1. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the terms below have the following meanings:

1.1. **Actions:** The *Hormigas* PAGA Action, *Nikaido* Class Action, *Nikaido* PAGA Action, *Bradley* Class Action, and *Bradley* PAGA Action, collectively.

1.2. **Administration Costs:** The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$18,650.00.

1.3. **Amended Complaint:** The operative complaint in the Actions, to be filed in the *Bradley* Class Action prior to the Preliminary Approval Hearing to (1) add Nikaido, Hormigas, and Castro as additional named plaintiffs; (2) add counsel for Nikaido, Hormigas, and Castro as additional counsel for Plaintiffs; and (3) add class action and PAGA claims pled in the *Nikaido* Class Action, *Nikaido* PAGA Action, *Bradley* PAGA Action, and *Hormigas* PAGA Action that are not already pled in the *Bradley* Class Action.

1.4. **Class Counsel:** David Yeremian & Associates, Inc.; D.Law, Inc.; United Employees Law Group, Inc.; Mara Law Firm, P.C.; Byrne Law Group; Molteni Employment Law; Polaris Law Group, LLP; and Diversity Law Group, P.C.

1.5. **Class Counsel Fees Award:** The amount to be paid to Class Counsel from the Gross Settlement Amount, subject to Court approval, for reasonable attorneys' fees incurred in the litigation and resolution of the Actions.

1.6. **Class Counsel Litigation Expenses:** The amount to be paid to Class Counsel from the Gross Settlement Amount, subject to Court approval, for reasonable litigation expenses actually incurred in the litigation and resolution of the Actions.

1.7. **Class Data:** The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Class Member and PAGA Employee: (1) first and last name; (2) last known mailing address; (3) social security number; (4) last known telephone number; (5) the total number of weeks during which they performed work as a hourly, non-exempt employee for Defendant in California during the Class Period; and (6) the total number of pay periods during which they performed work as a hourly, non-exempt employee for Defendant in California during the PAGA Period (if applicable). The Class Data shall be based on Defendant's payroll, personnel, and other business records.

1.8. **Class Member(s):** All hourly, non-exempt employees who were employed by Defendant at any time during the Class Period within the State of California.

1.9. **Class Member Address Search:** The Settlement Administrator's investigation and search for the current mailing addresses of the Class Members and PAGA Employees using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address ("NCOA") database, skip traces, and direct contact with Class Members and PAGA Employees.

1.10. **Class Notice:** The Notice of Class Action and PAGA Settlement, substantially similar to the form attached hereto as **Exhibit A**, to be mailed to Class Members and PAGA Employees in English and Spanish, subject to Court approval.

1.11. **Class Period:** March 19, 2020 to December 31, 2025, or if applicable, the Alternate Class Period End Date, pursuant to the Escalator Clause detailed in paragraph 3.2.

1.12. **Class Representatives:** Plaintiffs Marylourdes Hormigas, Joe Castro, Kevin Nikaido, and Donna Bradley.

1.13. **Class Workweeks:** The number of workweeks each Class Member was employed by Defendant as an hourly, non-exempt employee in California during the Class Period.

1.14. **Court:** Superior Court of California for the County of Monterey.

1.15. **Defense Counsel:** Jennifer N. Lutz and Jessica C. O'Malley of Pettit Kohn Ingrassia Lutz & Dolin PC.

1.16. **Effective Date:** The Effective Date of this Settlement will be the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment, then the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval of the Settlement, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment or initiates another collateral attack, and if a timely appeal

is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for certiorari), resulting in Final Approval of the Settlement.

1.17. **Employer Taxes:** Defendant's portion of payroll taxes in connection with the wages portions of the Individual Class Payments (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendant will pay its portion of payroll taxes separate and apart from the Gross Settlement Amount.

1.18. **Enhancement Awards:** The amounts to be paid to the Plaintiffs, which will not exceed \$10,000.00 each (\$40,000.00 total), in consideration of Plaintiffs' actions in conferring a benefit upon the State of California, PAGA Employees, and Class Members, and the time and effort Plaintiffs put into pursuing the Actions.

1.19. **Extended Response Deadline.** The extended deadline for Class Members and PAGA Employees whose Class Notice is re-mailed to submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is fifteen (15) calendar days from the initial Response Deadline, unless the fifteenth (15th) day falls on a Sunday or Federal or California State holiday, in which case the Extended Response Deadline will be extended to the next day on which the United States Postal Service ("USPS") is open.

1.20. **Final Approval:** The final order entered by the Court approving this Agreement and Settlement.

1.21. **Final Approval Hearing:** The hearing at which the Court will consider and determine whether this Agreement and Settlement should be granted Final Approval.

1.22. **Gross Settlement Amount:** The total value of the Settlement is a non-reversionary \$1,735,000.00. This is the total amount Defendant can be required to pay under this Agreement, with the exception of its obligation to pay the Employer Taxes, or if the Escalator Provision is triggered and exercised. The Gross Settlement Amount includes, without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Class Counsel Fees Award and Class Counsel Litigation Expenses to be paid to Class Counsel, as approved by the Court; (3) the Enhancement Awards to be paid to the Class Representatives, as approved by the Court; (4) the Administration Costs to be paid to the Settlement Administrator, as approved by the Court; and (5) the PAGA Payment to be paid to the LWDA and PAGA Employees, as approved by the Court.

1.23. **Individual Class Payment(s):** The amount payable to each Participating Class Member under the terms of this Agreement.

1.24. **Individual Class Settlement Share(s):** The net payment of each Participating Class Member's Individual Class Payment, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of their Individual Class Payment.

1.25. **Individual PAGA Payment(s):** The amount payable to each PAGA Employee under the terms of this Agreement.

1.26. **Judgment:** The Judgment entered by the Court on its order granting Final Approval of this Agreement and Settlement.

1.27. **LWDA:** The California Labor and Workforce Development Agency. The LWDA is empowered to enforce the PAGA and has delegated such authority to Plaintiffs with regard to the claims in the Actions through the procedural mechanisms provided for by statute.

1.28. **LWDA Payment:** Seventy-five percent (75%) of the PAGA Payment that is to be paid to the LWDA (*i.e.*, \$112,500.00).

1.29. **Net PAGA Employee Amount:** Twenty-five percent (25%) of the PAGA Payment that is to be paid to the PAGA Employees (*i.e.*, \$37,500.00).

1.30. **Net Settlement Amount:** The total amount of money available for payout to Participating Class Members, which is the Gross Settlement Amount less the Class Counsel Fees Award, Class Counsel Litigation Expenses, Enhancement Awards, PAGA Payment, and Administration Costs. The payment of employee-side taxes on the portions of the Individual Class Payments earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Class Payments that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the portion allocated as wages. After Participating Class Members' Individual Class Payments are reduced by the employee-side taxes owed, the Participating Class Members shall receive their Individual Class Settlement Shares.

1.31. **Non-Participating Class Member(s):** Any Class Members who timely and validly opt out of the class action component of the Settlement by submitting a Request for Exclusion to the Settlement Administrator.

1.32. **Objection:** A Participating Class Member's objection to the class action component of the Settlement.

1.33. **PAGA Employees:** All hourly, non-exempt employees who were employed by Defendant at any time during the PAGA Period within the State of California.

1.34. **PAGA Pay Periods:** The number of pay periods each PAGA Employee was employed by Defendant as an hourly, non-exempt employee in California during the PAGA Period.

1.35. **PAGA Payment:** The allocation of \$150,000.00 from the Gross Settlement Amount as civil penalties pursuant to the PAGA that the Parties have agreed to settle the Released PAGA Claims, subject to Court approval. 75% (\$112,500.00) shall be paid to the LWDA as the LWDA Payment. The remaining 25% (\$37,500.00) shall become part of the Net PAGA Employee Amount payable to PAGA Employees.

1.36. **PAGA Period:** From April 14, 2019 to February 8, 2020 and from April 18, 2025 to December 31, 2025, or if applicable, the Alternate Class Period End Date pursuant to the Escalator Clause detailed in paragraph 3.2.

1.37. **Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from the Settlement.

1.38. **Preliminary Approval:** The Court's order preliminarily approving this Agreement and Settlement.

1.39. **Preliminary Approval Hearing:** The hearing at which the Court will consider and determine whether this Agreement and Settlement should be granted Preliminary Approval.

1.40. Released Class Claims: All Participating Class Members will release and discharge Defendant and the Released Parties from any and all claims that were pled in the Amended Complaint, or reasonably could have been pled based on the factual allegations in the Amended Complaint, for failure to pay minimum, regular, overtime, double time, or reporting time wages and other compensation; failure to timely pay wages during employment; failure to timely pay wages at termination of employment; failure to provide accurate and itemized wage statements; failure to maintain accurate records; failure to reimburse necessary business expenses; failure to provide meal periods or meal premiums in lieu thereof; failure to provide rest breaks or rest premiums in lieu thereof; failure to provide paid sick leave and/or pay sick pay; failure to provide notice of paid sick time and accrual; unlawful deductions from wages; and violation of California's unfair competition law ("UCL") under California Business and Professions Code sections 17200, et seq., including violations of Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 233, 234, 245, 246, 246.5, 247.5, 510, 512, 515, 558, 1174, 1174.5, 1175, 1185, 1194, 1194.2, 1197, et seq., 1197.1, 1198, 1199, 2800, 2802, 2926, and 2927; all applicable Industrial Welfare Commission ("IWC") Wage Orders; California Code of Regulations, Title 8, sections 11000 et seq., 11040, 11050, and 3395; and any other claims for damages and statutory penalties recoverable based on the facts and claims alleged, or those that could have been alleged, in the Amended Complaint for violations of the California Labor Code, California Business and Professions Code, and applicable IWC Wage Orders. The Released Class Claims shall be for the Class Period.

1.41. Released PAGA Claims: All PAGA Employees will release and discharge Defendant and the Released Parties from any and all claims for civil penalties under the California Labor Code and the PAGA that were pled in the Amended Complaint or Plaintiffs' PAGA notices, or reasonably could have been pled based on the factual allegations in the Amended Complaint and Plaintiffs' PAGA notices, for failure to pay minimum, regular, overtime, double time, or reporting time wages and other compensation; failure to timely pay wages during employment; failure to timely pay wages at termination of employment; failure to provide accurate and itemized wage statements; failure to maintain accurate records; failure to reimburse necessary business expenses; failure to provide meal periods or meal premiums in lieu thereof; failure to provide rest breaks or rest premiums in lieu thereof; failure to provide paid sick leave and/or pay sick pay; failure to provide notice of paid sick time and accrual; unlawful deductions from wages; and violation of the UCL under California Business and Professions Code sections 17200, et seq., including violations of Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 233, 234, 245, 246, 246.5, 247.5, 510, 512, 515, 558, 1174, 1174.5, 1175, 1185, 1194, et seq., 1194.1, 1194.2, 1197, et seq., 1197.1, 1197.5, 1198, 1199, 2800, 2802, 2926, and 2927; all applicable IWC Wage Orders; California Code of Regulations, Title 8, sections 11000 et seq., 11040, 11050, and 3395; and any other claims for civil penalties recoverable based on the facts and claims alleged, or those that could have been alleged, in the Amended Complaint and Plaintiffs' PAGA notices for violations of the California Labor Code, California Business and Professions Code, and applicable IWC Wage Orders. The Released PAGA Claims shall be for the PAGA Period.

1.42. Released Parties: Defendant and its past and present officers, directors, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, representatives, employees, and agents.

1.43. **Request for Exclusion:** A Participating Class Member’s written notice to the Settlement Administrator indicating a request to be excluded from the class action component of the Settlement.

1.44. **Response Deadline:** The deadline by which Class Members and PAGA Employees must submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notices by the Settlement Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal or California State holiday, in which case the Response Deadline will be extended to the next day on which the USPS is open.

1.45. **Settlement:** The resolution of the Released Class Claims and Released PAGA Claims and disposition of the Actions effected by this Agreement, the Judgment, and all orders related thereto.

1.46. **Settlement Administrator:** The neutral third-party agreed upon by Parties to administer this Settlement, subject to Court approval, is CPT Group. The Parties and their respective counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest, other than a professional relationship arising out of prior experiences administering settlements.

1.47. **Workweeks Dispute:** A Class Member’s and/or PAGA Employee’s written notice to the Settlement Administrator disputing the number of Class Workweeks and/or PAGA Pay Periods credited to them, as listed on their Class Notice.

2. **RECITALS.**

2.1. ***Nikaido Class Action and Nikaido PAGA Action.***

2.1.1. On March 6, 2024, Nikaido sent written notice to the LWDA and Defendant of Defendant’s alleged violation of Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.7, 233, 234, 246, 247.5, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and applicable IWC Wage Orders (“Nikaido PAGA Notice”).

2.1.2. On March 19, 2024, Nikaido filed a class action complaint against Defendant, Davidon Homes, and Davidon Corporation (Davidon Homes and Davidon Corporation collectively, “Davidon”) in the *Nikaido* Class Action alleging the following causes of action: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Due at the Time of Termination of Employment; and (8) Violation of California’s Unfair Competition Law (“UCL”), Business and Professions Code sections 17200, et seq. (“*Nikaido* Class Action”).

2.1.3. On June 12, 2024, Nikaido filed a PAGA representative action complaint against Defendant and Davidon in the *Nikaido* PAGA Action, alleging the following causes of action pursuant to the PAGA: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;

(6) Failure to Pay All Wages Due at the Time of Termination of Employment; and (7) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth Amount of Sick Leave Available (“*Nikaido* PAGA Action”).

2.1.4. On September 11, 2024, the Court granted a stipulation to consolidate the *Nikaido* PAGA Action and the *Nikaido* Class Action.

2.1.5. On August 26, 2024, Nikaido and Defendant attended a mediation with mediator Jill Sperber. The mediation resulted in the settlement of Nikaido’s individual claims and Nikaido’s class action and PAGA claims against Davidon; it did not result in an agreement to resolve Nikaido’s class action and PAGA claims against Defendant.

2.1.6. On March 17, 2025, Defendant filed a motion to dismiss Nikaido’s class and PAGA claims, compel Nikaido’s individual claims to arbitration, and stay litigation, which the Court denied. Defendant sought appellate review of this decision. On April 16, 2026, the Court of Appeal for the First Appellate District dismissed Defendant’s appeal and remitted the case to the superior court.

2.1.7. On May 2, 2025, Davidon was dismissed from the *Nikaido* Class Action and *Nikaido* PAGA Action. Nikaido’s class action and PAGA claims against Davidon are proceeding in *Fernando Ramos, et al. v. Davidon Homes, et al.*, Contra Costa County Superior Court Case No. C23-01240.

2.2. ***Bradley* Class Action and *Bradley* PAGA Action.**

2.2.1. On May 10, 2024, Bradley sent written notice to the LWDA and Defendant of Defendant’s alleged violation of Labor Code sections 201, 202, 203, 226, and 246 (“Bradley PAGA Notice”).

2.2.2. On May 21, 2024, Bradley filed a class action complaint against Defendant in the *Bradley* Class Action, alleging causes of action for: (1) failure to pay all wages due at the time of termination of employment; (2) failure to issue accurate and itemized wage statements; and (3) failure to pay all sick wages at employees’ regular rate of pay.

2.2.3. On July 22, 2024, Bradley filed a PAGA representative action complaint against Defendant in the *Bradley* PAGA Action, alleging causes of action pursuant to the PAGA for: (1) failure to pay all wages due at the time of termination of employment; (2) failure to issue accurate and itemized wage statements; and (3) failure to pay all sick wages at employees’ regular rate of pay.

2.3. ***Hormigas* PAGA Action.**

2.3.1. On April 14, 2020, Hormigas sent written notice to the LWDA and Defendant of Defendant’s alleged violation of Labor Code sections 201, 202, 203, 204, 218.6, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 2802, 2698, and 2699, et seq. (“Hormigas PAGA Notice”).

2.3.2. On June 22, 2020, Hormigas filed a PAGA representative action complaint against Defendant in the *Hormigas* PAGA Action, alleging causes of action pursuant to the PAGA for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Liability; (4) Rest Break Liability; (5) Failure to Provide Accurate Wage Statements; (6) Unlawful

Deductions; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business Expenditures; and (9) Violation of the UCL, Business & Professions Code sections 17200, et seq.

2.3.3. On December 7, 2020, the Court dismissed defendant DKD Property Management Company.

2.3.4. On January 26, 2022, Hormigas submitted an amended notice to the LWDA, adding Castro as a PAGA representative (“Amended Hormigas PAGA Notice”) and gave notice to Defendant.

2.3.5. On January 26, 2022, Hormigas and Defendant filed a joint stipulation requesting leave to file a first amended complaint to add Castro as a named plaintiff.

2.3.6. On March 1, 2022, Hormigas and Castro filed a first amended complaint against Defendant in the *Hormigas* PAGA Action, alleging causes of action pursuant to the PAGA for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Liability; (4) Rest Break Liability; (5) Failure to Provide Accurate Wage Statements; (6) Unlawful Deductions; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business Expenditures; and (9) Violation of the UCL, Business & Professions Code sections 17200, et seq. (“*Hormigas* PAGA Action”).

2.3.7. On June 16, 2022, Hormigas filed a separate complaint for her individual wage and hour claims in *Hormigas v. DKD Property Management Company, et al.*, Solano County Superior Court Case No. FCS058426. On June 20, 2022, Castro filed a separate complaint for his individual wage and hour claims in *Castro v. DKD Property Management Company, et al.*, Solano County Superior Court Case No. FC8058436. Hormigas and Castro’s individual cases were resolved by separate agreement and dismissed by the Court in February 2025.

2.3.8. On November 10, 2022, Defendant filed a motion to dismiss Hormigas and Castro’s first amended complaint in the *Hormigas* PAGA Action, which the Court granted. On April 14, 2023, Hormigas and Castro filed a notice of appeal, and on September 17, 2024, the Court of Appeal reversed the trial court’s dismissal order. The *Hormigas* PAGA Action was remitted to the trial court on November 18, 2024.

2.3.9. On January 31, 2022, Hormigas, Castro, and Defendant attended mediation with mediator Steve Rottman, which was unsuccessful.

2.3.10. On August 25, 2025, Hormigas, Castro, and Defendant attended a second mediation with mediator Lonnie Giamela, which was unsuccessful.

2.4. **Successful Global Mediation.** The Parties attended a global mediation with mediator Daniel Turner on October 15, 2025. As a result of this mediation, on November 3, 2025, Daniel Turner issued a global mediator’s proposal to resolve the *Hormigas* PAGA Action, *Bradley* Class Action, *Bradley* PAGA Action, *Nikaido* Class Action, and *Nikaido* PAGA Action (collectively, the “Actions”), which was ultimately accepted by all Parties on November 7, 2025.

2.5. **Benefits of Settlement to Class Members and PAGA Employees.** Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation of the Actions against Defendant through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risks of further

litigation, the potential outcomes, and the difficulties and delays inherent in such litigation. Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members and PAGA Employees, as it provides a definite, present sum of money.

2.6. Defendant's Reasons for Settlement. Defendant recognizes that the defense of the litigation of the Actions will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have already been and, unless this Settlement is made, will continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims and the Actions.

2.7. Defendant's Denial of Wrongdoing. Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged in the Actions, makes no concessions or admissions of liability of any sort, and contends that, for any purpose other than Settlement, the Actions are not appropriate for class or representative treatment. Defendant asserts a number of defenses to Plaintiffs' claims, and denies any wrongdoing or liability arising out of any of the alleged facts or conduct in the Actions. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class or classes should be certified, other than for purposes of this Settlement only.

2.8. Plaintiffs' Claims. Plaintiffs assert that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, PAGA Employees, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Actions. However, in the event that this Settlement is finally approved by the Court, Plaintiffs, Participating Class Members, PAGA Employees, and Class Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiffs, Participating Class Members, and PAGA Employees have resolved and are forever barred from re-litigating the claims released under this Agreement.

3. SETTLEMENT TERMS AND CONDITIONS.

3.1. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendant is obligated to pay under this Settlement is \$1,735,000.00. The Gross Settlement Amount includes, but is not limited to: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Class Counsel Fees Award and Class Counsel Litigation Expenses to be paid to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Enhancement Awards to be paid to the Class Representatives, as approved by the Court; (4) the Administration Costs to be paid to the Settlement Administrator, as approved by the Court; and (5) the PAGA Payment to be paid to the LWDA and PAGA Employees, as approved by the Court. Defendant's portion of payroll taxes on the wages portions of Participating Class Members' Individual Class Payments as their current or former employer

will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

3.2. Escalator Provision. At the time of mediation, Defendant represented that there were an estimated 166,978 Class Workweeks worked by the Class Members during the Class Period. In the event the total number of Class Workweeks worked by Class Members during the Class Period increases by more than 7% (i.e., exceeds 178,667), Defendant shall have the option to either (1) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Class Workweeks worked by Class Members in excess of 178,667 Class Workweeks (e.g., if the total number of Class Workweeks increases by 8%, then the Gross Settlement Amount shall be increased by 1%; Defendant shall pay \$10.39 [Gross Settlement Amount divided by 166,978 Class Workweeks] for each Class Workweek in excess of 178,667); or (2) change the end date of the Class Period to the date on which the Class Members worked no more than 178,667 Class Workweeks.

3.3. Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of the Class Members. As such, the Parties stipulate and agree that, in order for this Settlement to occur, the Court must certify the class as defined in the Amended Complaint.

3.3.1. Conditional Nature of Stipulation for Certification. The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of this Settlement shall not be admissible, or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in the Actions or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.

3.4. Appointment of Class Representatives. Solely for the purposes of this Settlement, the Parties stipulate and agree that Plaintiffs shall be appointed as the Class Representatives.

3.5. Appointment of Class Counsel. Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court shall appoint Class Counsel to represent the Class Members and PAGA Employees.

3.6. Individual Class Payments. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member.

3.6.1. Individual Class Payment Calculations. Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable taxes and withholdings, based on the number of Class Workweeks they worked in California while employed by Defendant during the Class Period. The formula for distribution to Participating Class Members shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of Class Workweeks worked by all Class Members in California during the Class Period; the Settlement Administrator shall then divide the Net Settlement Amount by the total number of Class Workweeks resulting in a value for each Class Workweek attributable to Class Members

(“Class Workweek Value”); the Settlement Administrator shall then take the number of Class Workweeks worked by each Class Member and multiply it by the Class Workweek Value. Participating Class Members are not required to submit a claim form to receive their Individual Class Payments pursuant to this Agreement; Participating Class Members will receive an Individual Class Payment automatically.

3.6.2. Tax Withholdings. Each Class Member’s Individual Class Payment will be apportioned as follows: 20% wages and 80% penalties and interest. The amounts attributable to wages shall be subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and shall be reported by the Settlement Administrator on IRS W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages and shall be reported by the Settlement Administrator on IRS 1099 forms. Only the employee share of payroll tax withholdings shall be paid from each Participating Class Member’s Individual Class Payment.

3.7. Individual PAGA Payments. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Payment from the Net PAGA Employee Amount to each PAGA Employee.

3.7.1. Individual PAGA Payment Calculations. PAGA Employees will receive a pro-rated share of the Net PAGA Employee Amount, less applicable withholdings, based on the number of PAGA Pay Periods they worked in California while employed by Defendant during the PAGA Period. The formula for distribution to PAGA Employees shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of PAGA Pay Periods worked by all PAGA Employees in California during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Employee Amount by the total number of PAGA Pay Periods resulting in a value for each PAGA Pay Period attributable to PAGA Employees (“PAGA Pay Period Value”); the Settlement Administrator shall then take the number of PAGA Pay Periods worked by each PAGA Employee and multiply it by the PAGA Pay Period Value.

3.7.2. Tax Withholdings. Each PAGA Employee’s Individual PAGA Payment will be apportioned as 100% penalties and shall be reported by the Settlement Administrator on IRS 1099 forms.

3.8. Constituents of Gross Settlement Amount Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the Gross Settlement Amount as directed herein to the following:

3.8.1. To Plaintiffs. In addition to their Individual Class Payments and Individual PAGA Payments, and subject to the Court’s approval, Plaintiffs will receive Enhancement Awards up to \$10,000.00 each. The Settlement Administrator will pay the Enhancement Awards out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Enhancement Awards. An IRS Form 1099 will be issued to Plaintiffs with respect to their Enhancement Awards. If the Court awards less than the amounts requested, any amounts not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

3.8.2. To Class Counsel. At the Final Approval Hearing, Class Counsel will apply to the Court for a Class Counsel Fees Award not to exceed one-third of the Gross Settlement Amount (\$578,333.33) and Class Counsel Litigation Expenses not to exceed \$55,000.00. The Settlement Administrator will pay the Court-approved amounts for the Class Counsel Fees Award and Class Counsel Litigation Expenses out of the Gross Settlement Amount. IRS Forms 1099 will be issued to Class Counsel with respect to the Class Counsel Fees Award. In the event the actual costs incurred are less than the amount allocated in this Agreement or the Court does not approve the entire amount requested for the Class Counsel Fees Award and/or Class Counsel Litigation Expenses, the Settlement Administrator shall pay Class Counsel the amounts awarded by the Court, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amounts awarded are less than the amounts requested by Class Counsel for the Class Counsel Fees Award and/or Class Counsel Litigation Expenses, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members.

3.8.3. To the Responsible Tax Authorities. The Settlement Administrator will pay the Participating Class Members' portions of employee payroll withholding taxes out of each Participating Class Member's Individual Class Payment. Defendant will pay the Employer Taxes in addition to the Gross Settlement Amount. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and will forward the amount of the Participating Class Members' portion of payroll withholding taxes to the appropriate taxing authorities.

3.8.4. To the Settlement Administrator. The Settlement Administrator will pay to itself Administration Costs approved by the Court, not to exceed \$18,650.00. The Administration Costs will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members.

3.8.5. To the LWDA and PAGA Employees. The Settlement Administrator will pay \$112,500.00 of the PAGA Payment to the LWDA. This is 75% of the \$150,000.00 allocated to resolve Plaintiffs' PAGA claims. The remaining 25% of the PAGA Payment (\$37,500.00) shall become part of the Net PAGA Employee Amount payable to PAGA Employees.

3.8.6. To Participating Class Members and PAGA Employees. The Settlement Administrator will pay Participating Class Members and PAGA Employees according to the Individual Class Payment and Individual PAGA Payment calculations set forth in paragraphs 3.6 and 3.7 above. All payments to Participating Class Members and PAGA Employees shall be made from the Gross Settlement Amount.

3.9. Appointment and Duties of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that CPT Group shall be retained to serve as the Settlement Administrator to administer this Settlement. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to Class Members and PAGA Employees; performing skip traces and remailing notices to Class Members and PAGA Employees, if necessary; keeping track of any Objections and Requests for Exclusion from Class

Members; keeping track of any Workweeks Disputes from Class Members and PAGA Employees; calculating any and all payroll tax deductions as required by law; calculating each Participating Class Member's Individual Class Payment; calculating each PAGA Employee's Individual PAGA Payment; providing weekly status reports to Defense Counsel and Class Counsel, which shall include updates on any Objections, Requests for Exclusion, and Workweeks Disputes that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; mailing and re-mailing (if necessary) Individual Class Payments to Participating Class Members and Individual PAGA Payments to PAGA Employees; calculating and mailing the LWDA Payment to the LWDA; distributing the Class Counsel Fees Award and Class Counsel Litigation Expenses to Class Counsel; distributing the Enhancement Awards to Plaintiffs; printing and providing Participating Class Members, PAGA Employees, Plaintiffs, and Class Counsel with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; and for such other tasks as outlined in this Agreement or upon which the Parties mutually agree.

4. PROCEDURE FOR APPROVING SETTLEMENT.

4.1. **Cooperation.** All Parties and their respective counsel shall support the Settlement and take such steps as are reasonably necessary to effectuate the Settlement.

4.2. **Amended Complaint.** Prior to Preliminary Approval, the complaint in the *Bradley* Class Action shall be amended to (1) add Nikaido, Hormigas, and Castro as additional named plaintiffs; (2) add counsel for Nikaido, Hormigas, and Castro as additional counsel for Plaintiffs; and (3) add class action and PAGA claims pled in the *Nikaido* Class Action, *Nikaido* PAGA Action, *Bradley* PAGA Action, and *Hormigas* PAGA Action that are not already pled in the *Bradley* Class Action. Upon receipt of a copy of the Court stamped Amended Complaint, Nikaido, Hormigas, and Castro shall seek to stay the *Nikaido* Class Action, *Nikaido* PAGA Action, and *Hormigas* PAGA Action. Plaintiffs will seek approval of this Agreement and Settlement in the *Bradley* Class Action. Once Final Approval is granted, Nikaido, Hormigas, and Castro shall seek dismissals of the *Nikaido* Class Action, *Nikaido* PAGA Action, and *Hormigas* PAGA Action with prejudice.

4.3. Motion for Preliminary Approval and Conditional Certification.

4.3.1. Plaintiffs and Class Counsel will move for an order: (1) conditionally certifying the class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) setting a date for the Final Approval Hearing; and (4) approving the Class Notice.

4.3.2. At the same time that Plaintiffs file their motion for Preliminary Approval, Plaintiffs shall submit a copy of this Agreement to the LWDA.

4.3.3. At the Preliminary Approval Hearing, Class Counsel will appear to support the granting of Plaintiffs' motion and submit a proposed order granting Preliminary Approval of the Settlement; appointing Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting a date for the Final Approval Hearing.

4.4. **Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the class or grant Preliminary Approval of all material aspects of the Settlement, this Agreement shall be null and void, and the Parties will have no further obligations

under it. Provided, however, that the amounts of the Class Counsel Fees Award, Class Counsel Litigation Expenses, Administration Costs, and Enhancement Awards shall be determined by the Court, and the Court's determination as to these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Award, Class Counsel Litigation Expenses, Administration Costs, and/or Enhancement Awards shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit the ability of Plaintiffs or Class Counsel to appeal any decision by the Court to award less than the requested Class Counsel Fees Award, Class Counsel Litigation Expenses, Administration Costs, and/or Enhancement Awards.

4.5. Notice to Class Members and PAGA Employees. After the Court grants Preliminary Approval, every Class Member and PAGA Employee will be provided with the Class Notice in accordance with the following procedure:

4.5.1. Delivery of Class Data. Within ten (10) calendar days after the Court grants Preliminary Approval, Defendant shall deliver the Class Data to the Settlement Administrator. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel, and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator shall maintain the Class Data and all information contained within the Class Data as private and confidential. The Settlement Administrator shall conduct a Class Member Address Search and mail the Class Notices by first class USPS mail to all Class Members and PAGA Employees at the addresses resulting from the Class Member Address Search.

4.5.2. Preparation of Class Notices. Based on the Class Data and the formulae set forth herein, the Settlement Administrator shall promptly calculate the estimated Individual Class Payment and Individual PAGA Payment for every Class Member and PAGA Employee, to be included in the individualized Class Notice sent to that Class Member and/or PAGA Employee, and shall prepare a spreadsheet setting forth the calculations, with all individualized Class Member and PAGA Employee information removed, and send to Class Counsel and Defense Counsel no fewer than five (5) calendar days before mailing the Class Notices to Class Members and PAGA Employees. The Class Notices will inform each Class Member and PAGA Employee of their right to do nothing in response to receipt of the notice, dispute the number of Class Workweeks and/or PAGA Pay Periods allocated to them, opt out of the class action component of the Settlement, or object to the class action component of the Settlement. It will also inform Class Members that if they first request exclusion from the class action component of the Settlement and then object to the Settlement, their Objection would not be considered valid. In addition, it will also inform Class Members that if they object to the Settlement and then request exclusion from the class action component of the Settlement, the Class Member would be deemed to have waived their Objection. The Class Notices will inform Class Members that they have until the Response Deadline (or Extended Response Deadline for Class Members and PAGA Employees for whom a Class Notice was re-mailed) to either object to or opt-out of the class action component of the Settlement.

4.5.3. Mailing of Class Notices. Within ten (10) calendar days after receipt of the Class Data, the Settlement Administrator will mail, via first-class USPS mail, the Class Notice

to all Class Members and PAGA Employees using the mailing address information provided by Defendant and the results of the Class Member Address Search.

4.5.4. Returned Notices. If a Class Notice is returned as undeliverable, within five (5) calendar days from the receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and/or PAGA Employee and re-mail the Class Notice to the updated address. The Settlement Administrator will use the NCOA database and skip traces to attempt to find the current address for the Class Members and/or PAGA Employees whose Class Notices were returned undeliverable. The Settlement Administrator will be responsible for taking all reasonable steps to trace the mailing address of any Class Member or PAGA Employee for whom a Class Notice is returned by the USPS as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members and PAGA Employees for whom new addresses are found. Any Class Member who does not receive a Class Notice after the steps outlined above have been taken will still be bound by the Settlement and Judgment.

4.5.5. Weekly Status Reports. After the Class Notices are mailed to the Class Members and PAGA Employees, the Settlement Administrator shall provide a weekly status report to Class Counsel and Defense Counsel. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defense Counsel of the number of Class Notices mailed, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed, the number of Class Notices returned as undeliverable a second time, the number of Requests for Exclusion received, the number of Objections received, and the number of Workweeks Disputes received.

4.6. Objections. The Class Notice will provide that Class Members who wish to object to the class action component of the Settlement must do so in writing and be signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline (or Extended Response Deadline for Class Members and PAGA Employees for whom a Class Notice was re-mailed).

4.6.1. Format. Any Objections shall state: (a) the case name and number of the *Bradley* Class Action; (b) the Class Member's full name, address, telephone number, and last four (4) digits of their Social Security Number; (c) a description, in clear and concise terms, of all grounds for the Objection accompanied by any legal and factual arguments supporting the Objection; (d) a list of witness(es) the objector may call to testify at the Final Approval Hearing who support their Objection; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing which support their Objection.

4.6.2. Notice of Intent to Appear. Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel (at their own expense). Objecting Class Members are permitted to appear at the Final Approval Hearing regardless of whether they submitted a written Objection.

4.7. Requests for Exclusion ("Opt-Outs"). The Class Notice will provide that Class Members who wish to exclude themselves from the class action component of the Settlement must mail to the Settlement Administrator a written Request for Exclusion, which must: (a) include the

case name and number of the *Bradley* Class Action; (b) state the Class Member's name, address, telephone number, and the last four (4) digits of their Social Security Number; (c) state the Class Member's intention to exclude themselves from the class action component of the Settlement; (d) be signed by the Class Member; and (e) be postmarked no later than the Response Deadline (or Extended Response Deadline for Class Members and PAGA Employees for whom a Class Notice was re-mailed). If there is a question as to the authenticity of a signed Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity.

4.7.1. Effect of Request for Exclusion. A Class Member who does not submit a Request for Exclusion will automatically be included in the Settlement, receive an Individual Class Payment, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether they have objected to the Settlement. Any Class Member who returns a timely, valid, and signed Request for Exclusion shall be deemed a Non-Participating Class Member and will not participate in or be bound by the class action portion of the Settlement or Judgment and will not receive an Individual Class Payment or any benefit of this Settlement. If the Class Member is also a PAGA Employee, however, they will still receive an Individual PAGA Payment, as approved by the Court. PAGA Employees have no right to opt out of the PAGA portion of the Settlement.

4.8. No Solicitation of Objections or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage, directly or indirectly, any Class Member to object to or request exclusion from the class action component of the Settlement or appeal the Judgment.

4.9. Workweeks Disputes. If a Class Member or PAGA Employee who receives a Class Notice wishes to dispute the number of Class Workweeks or PAGA Pay Periods allocated to them, as listed on their Class Notice, the Class Member or PAGA Employee may notify the Settlement Administrator by mail no later than the Response Deadline (or Extended Response Deadline for Class Members and PAGA Employees for whom a Class Notice was re-mailed) and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member or PAGA Employee contends they worked for Defendant during the Class Period and/or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or PAGA Employee to Defendant and its counsel. At the same time, the Settlement Administrator shall inform Class Counsel that a dispute was received and that it has provided information regarding the dispute to Defendant and its counsel. Defendant shall review its records and the provided documentation, and shall provide information to the Settlement Administrator in response to any such dispute within fourteen (14) calendar days of receiving notice of the dispute from the Settlement Administrator, but in no event later than the deadline to file the motion for Final Approval. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or PAGA Employee and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding, unless otherwise ordered by the Court.

4.10. Settlement Administrator's Report. Within twenty-one (21) calendar days after the Response Deadline, but in no event later than three (3) court days prior to the deadline to file a motion for Final Approval, the Settlement Administrator will provide Class Counsel and Defense

Counsel with a complete and accurate accounting of the number of Class Notices mailed to Class Members and PAGA Employees, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed to Class Members and PAGA Employees, the number of re-mailed Class Notices returned as undeliverable a second time, the number of Class Members who objected to the class action component of the Settlement and copies of their Objections, the number of Class Members who returned valid Requests for Exclusion and copies of their Requests for Exclusion, the number of Class Members who returned invalid Requests for Exclusion, and the number of Class Members and PAGA Employees who submitted a Workweeks Dispute.

4.11. Motion for Final Approval. Class Counsel will file motions for Final Approval of the Settlement and memorandums in support thereof and for the following payments in accord with the terms of the Settlement: (1) the Class Counsel Fees Award; (2) the Class Counsel Litigation Expenses; (3) Administrative Costs; (4) the Enhancement Awards; and (5) the PAGA Payment. Defendant shall not oppose Plaintiffs' motion for Final Approval of the Settlement consistent with this Agreement. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment), releasing and barring any Released Class Claims and Released PAGA Claims of the Participating Class Members, PAGA Employees, and LWDA.

4.11.1. Denial or Appeal of Final Approval. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void, and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should the Settlement become null and void, the Parties agree they shall be equally responsible for the Administration Costs through the void date. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Enhancement Awards, Class Counsel Fees Award, Class Counsel Litigation Expenses, or Administration Costs will not constitute a material modification to the Settlement within the meaning of this paragraph.

4.12. Proposed Order and Judgment. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Actions for purposes of: (1) enforcing this Agreement, (2) addressing Settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

4.13. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the class action component of the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

4.14. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a

material modification to this Agreement, and the reviewing Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount and any change to the calculation of the Individual Class Payments, but a modification of the amounts awarded for the Enhancement Awards, Class Counsel Fees Award, Class Counsel Litigation Expenses, or Administration Costs shall not constitute a material modification to the Settlement within the meaning of this paragraph.

5. PROCEDURE FOR DISBURSEMENT OF SETTLEMENT.

5.1. Disbursement of Settlement Payments. Subject to the Court granting Final Approval of the Settlement, the Settlement Administrator shall distribute the Gross Settlement Amount pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defense Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall timely respond to questions from Defense Counsel and Class Counsel. No person shall have any claim against Defendant, Defense Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

5.2. Funding the Settlement. Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later than thirty (30) calendar days after the Effective Date. Simultaneously, Defendant shall also wire or otherwise provide to the Settlement Administrator the Employer Taxes no later than thirty (30) calendar days after the Effective Date.

5.3. Disbursement of the Gross Settlement Amount. Within ten (10) calendar days after Defendant tenders the Gross Settlement Amount to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to Participating Class Members; (2) the Net PAGA Employee Amount to PAGA Employees; (3) the Class Counsel Fees Award and Class Counsel Litigation Expenses to Class Counsel, as approved by the Court; (4) the Enhancement Awards to the Class Representatives, as approved by the Court; (5) the Administration Costs to itself, as approved by the Court; and (6) the LWDA Payment to the LWDA, as approved by the Court. The Settlement Administrator shall also disburse the Employer Taxes to the appropriate agencies.

5.4. Qualified Settlement Fund ("QSF"). The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

5.5. Settlement Administrator's Declaration. Within ten (10) calendar days after the disbursement of all Settlement funds, the Settlement Administrator will provide Class Counsel and Defense Counsel with a declaration of due diligence providing a final report on the disbursements of all funds and setting forth its compliance with its obligations under this Agreement. The Parties

shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court, the Parties, or their respective counsel.

5.6. Deadline to Cash Checks. Participating Class Members and PAGA Employees must cash or deposit their Individual Class Payment and/or Individual PAGA Payment checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

5.7. Reminder Postcard. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard to the Participating Class Members and PAGA Employees whose checks remain uncashed, indicating that, unless their check is redeemed or deposited within ninety (90) days of the mailing of the reminder postcard, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

5.8. Uncashed Checks. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder postcard, the Settlement Administrator will, within two hundred (200) calendar days after the checks were initially mailed, cancel the checks. All funds associated with the Individual Class Payment and/or Individual PAGA Payment checks returned as undeliverable and funds associated with those checks remaining uncashed shall be tendered to the California Controller's Office Unclaimed Property Fund, in the name of the Participating Class Member and/or PAGA Employee. In such event, the Participating Class Member or PAGA Employee who did not cash their check shall nevertheless remain bound by the Settlement.

5.9. Defendant's Legal Fees. Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in the Actions outside of the Gross Settlement Amount.

6. RELEASES.

6.1. Released Class Claims. As of the date Defendant funds the Gross Settlement Amount, all Participating Class Members shall release the Released Parties from the Released Class Claims.

6.2. Released PAGA Claims. As of the date Defendant funds the Gross Settlement Amount, all PAGA Employees shall release the Released Parties from the Released PAGA Claims.

6.3. Plaintiffs' Release. As a condition to obtaining the Enhancement Awards provided for herein, Plaintiffs (on behalf of themselves and their spouses, heirs, executors, administrators, trustees, and/or permitted assigns) agree to a general release of any and all claims against Defendant and the Released Parties—which shall include, without limitation, any and all claims which in any way relate to their employment with Defendant, under California or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Amended Complaint or not, including but not limited to, any claims under the Fair Labor Standards Act (“FLSA”), Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (“ADA”), California Fair Employment and Housing Act (“FEHA”), Age Discrimination in Employment Act (“ADEA”), California Family Rights Act (“CFRA”), Family Medical Leave Act (“FMLA”), Employee Retirement Income Security Act (“ERISA”), Older Workers Benefit Protection Act, Genetic Information Non-Discrimination Act, PAGA, California Labor Code, or any Industrial Welfare

Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date Defendant funds the Gross Settlement Amount, except for those claims that may be prohibited by law, such as claims for workers' compensation benefits. Plaintiffs further expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

7. MISCELLANEOUS TERMS.

7.1. No Admission of Liability. Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement and Settlement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved by the Court. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that, but for the Settlement, a class should be certified in the Actions. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of any liability or wrongdoing. This Settlement and Plaintiffs' and Defendant's willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

7.2. No Effect on Employee Benefits. The Enhancement Awards, Individual PAGA Payments, and/or Individual Class Payments paid to Plaintiffs and Participating Class Members and/or PAGA Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiffs, Participating Class Members, or PAGA Employees. The Parties agree that any Enhancement Awards, Individual Class Payments, and/or Individual PAGA Payments paid to Plaintiffs, Participating Class Members, and/or PAGA Employees under the terms of this Agreement do not represent any modification of Plaintiffs,' Participating Class Members,' and/or PAGA Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Enhancement Awards shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

7.3. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and/or its exhibits.

7.4. Authorization to Enter Agreement. Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate actions required or permitted to be taken by such Parties under this Agreement to

effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement this Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of mediator Daniel Turner and/or the Court, and in all cases, all such documents, supplemental provisions, and assistance of the mediator and/or Court will be consistent with this Agreement.

7.5. **Exhibits.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved by the Court substantially as written.

7.6. **Headings.** The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

7.7. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Actions in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

7.8. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, or their successors-in-interest, and their respective counsel.

7.9. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

7.10. **No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged.

7.11. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

7.12. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

7.13. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and PAGA Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and PAGA Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body

determines that additional taxes are due from any Class Member or PAGA Employee, such Class Member or PAGA Employee assumes all responsibility for the payment of such taxes.

7.14. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

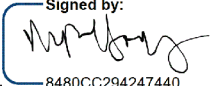
7.15. Invalidity of Any Provision and Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement is found unenforceable, the unenforceable provision shall be deemed severed, and the validity and enforceability of the remaining provisions shall not be affected thereby.

7.16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

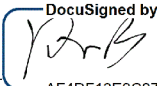
7.17. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IT IS SO AGREED.

DATED: 7/2/2026

Signed by:

 8480CC294247440...
 Marylourdes Hormigas

DATED: 6/25/2026

DocuSigned by:

 AF4DF13E9C974E5...
 Donna Bradley

DATED: _____

 Kevin Nikaido

DATED: _____

 Joe Castro

determines that additional taxes are due from any Class Member or PAGA Employee, such Class Member or PAGA Employee assumes all responsibility for the payment of such taxes.

7.14. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

7.15. Invalidity of Any Provision and Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement is found unenforceable, the unenforceable provision shall be deemed severed, and the validity and enforceability of the remaining provisions shall not be affected thereby.

7.16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

7.17. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IT IS SO AGREED.

DATED: _____

Marylourdes Hormigas

DATED: _____

Donna Bradley

DATED: 7/6/2026

DocuSigned by:
Kevin Mkaido
704C9CE7E7E743B...

DATED: _____

Joe Castro

determines that additional taxes are due from any Class Member or PAGA Employee, such Class Member or PAGA Employee assumes all responsibility for the payment of such taxes.

7.14. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

7.15. Invalidity of Any Provision and Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement is found unenforceable, the unenforceable provision shall be deemed severed, and the validity and enforceability of the remaining provisions shall not be affected thereby.

7.16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

7.17. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IT IS SO AGREED.

DATED: _____

Marylourdes Hormigas

DATED: _____

Donna Bradley

DATED: _____

Kevin Nikaido

DATED: 7/10/2026

Signed by:

0B43EE78AB9D497...

Joe Castro

DATED: 07/02/2026



Name: Stephen H. Gray

Title: Chief Legal Officer
on behalf of Apartment Management
Consultants, LLC

APPROVED AS TO FORM:

DATED: _____

David Mara, Esq.
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiff Kevin Nikaido

DATED: _____

Cristina Molteni, Esq.
MOLTENI EMPLOYMENT LAW
Counsel for Plaintiff Kevin Nikaido

DATED: _____

Adrian C. Byrne, Esq.
THE BYRNE LAW GROUP
Counsel for Plaintiff Kevin Nikaido

DATED: _____

David Yeremian, Esq.
DAVID YEREMIAN & ASSOCIATES, INC.
Counsel for Plaintiffs

DATED: _____

Natalie Haritoonian, Esq.
Matthew Carraher, Esq.
D.LAW, INC.
Counsel for Plaintiffs Marylourdes Hormigas
and Joe Castro

DATED: _____

Name: _____

Title: _____
on behalf of Apartment Management
Consultants, LLC

APPROVED AS TO FORM:

DATED: 7/6/2026

Signed by:


4579A5166C10447...
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiff Kevin Nikaido

DATED: 7/6/2026

DocuSigned by:


A798686E30D044A...
Cristina Molteni, Esq.
MOLTENI EMPLOYMENT LAW
Counsel for Plaintiff Kevin Nikaido

DATED: 7/6/2026

Signed by:


2B15F2DAF50B4EE...
Adrian Byrne, Esq.
THE BYRNE LAW GROUP
Counsel for Plaintiff Kevin Nikaido

DATED: _____

David Yeremian, Esq.
DAVID YEREMIAN & ASSOCIATES, INC.
Counsel for Plaintiffs

DATED: _____

Natalie Haritoonian, Esq.
Matthew Carraher, Esq.
D.LAW, INC.
Counsel for Plaintiffs Marylourdes Hormigas
and Joe Castro

DATED: _____

Name: _____

Title: _____
on behalf of Apartment Management
Consultants, LLC

APPROVED AS TO FORM:

DATED: _____

David Mara, Esq.
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiff Kevin Nikaido

DATED: _____

Cristina Molteni, Esq.
MOLTENI EMPLOYMENT LAW
Counsel for Plaintiff Kevin Nikaido

DATED: _____

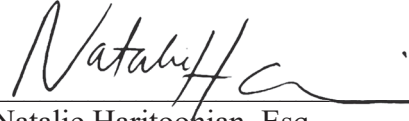
Adrian C. Byrne, Esq.
THE BYRNE LAW GROUP
Counsel for Plaintiff Kevin Nikaido

DATED: July 2, 2026



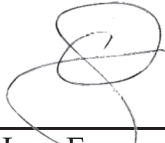
David Yeremian, Esq.
DAVID YEREMIAN & ASSOCIATES, INC.
Counsel for Plaintiffs

DATED: July 2, 2026



Natalie Haritounian, Esq.
Matthew Carraher, Esq.
D.LAW, INC.
Counsel for Plaintiffs Marylourdes Hormigas
and Joe Castro

DATED: 6/25/2026



Larry Lee, Esq.
Kristen Agnew, Esq.
DIVERSITY LAW GROUP, P.C.
Counsel for Plaintiff Donna Bradley

DATED: _____

William Marder, Esq.
POLARIS LAW GROUP, LLP
Counsel for Plaintiff Donna Bradley

DATED: _____

Jennifer N. Lutz, Esq.
Jessica C. O'Malley, Esq.
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
Counsel for Defendant Apartment Management
Consultants, LLC

DATED: _____

Larry Lee, Esq.
Kristen Agnew, Esq.
DIVERSITY LAW GROUP, P.C.
Counsel for Plaintiff Donna Bradley

DATED: __ July 29, 2026 ____



William Marder, Esq.
POLARIS LAW GROUP, LLP
Counsel for Plaintiff Donna Bradley

DATED: July 14, 2026 _____



Jennifer N. Lutz, Esq.
Jessica C. O'Malley, Esq.
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
Counsel for Defendant Apartment Management
Consultants, LLC

Exhibit *A*

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE
AND HEARING DATE FOR FINAL COURT APPROVAL**

Donna Bradley v. Apartment Management Consultants, LLC

Monterey County Superior Court Case No. 24CV002090

***The Superior Court for the State of California authorized this notice (the “Notice”). Read it carefully!
This is not junk mail, spam, an ad, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from the above employee class action and Private Attorneys General Act of 2004 (“PAGA”) lawsuit against Apartment Management Consultants, LLC (“AMC”) (the “Action”). Former employees Marylourdes Hormigas, Joe Castro, Kevin Nikaido, and Donna Bradley (collectively, “Plaintiffs”) commenced several wage-and-hour class and representative actions (including *Marylourdes Hormigas, et al. v. DKD Property Management Company, et al.* (Solano County Superior Court Case No. FCS054927); *Kevin Nikaido v. Apartment Management Consultants, LLC, et al.* (Contra Costa County Superior Court Case No. C24-00721); *Kevin Nikaido v. Apartment Management Consultants, LLC, et al.* (Contra Costa County Superior Court Case No. C24-01530); and *Donna Bradley v. Apartment Management Consultants, LLC* (Monterey County Superior Court Case No. 24CV003056)), which have all been combined into the Action. Plaintiffs allege that AMC violated the California Labor Code and seek payment of (1) unpaid minimum, regular, overtime, double time, reporting time, and sick pay wages; meal period and rest break premiums; unreimbursed business expenses; waiting time penalties; statutory penalties; damages; restitution; interest; and attorneys’ fees and costs for all hourly, non-exempt employees who were employed by AMC in California during the Class Period (March 19, 2020 to December 31, 2025) (“Class Members”); and (2) civil penalties under the PAGA for all hourly, non-exempt employees who were employed by AMC in California during the PAGA Period (April 14, 2019 to February 8, 2020 and April 18, 2025 to December 31, 2025) (“PAGA Employees”). AMC denies Plaintiffs’ claims and asserts that it has always treated workers in accordance with all applicable laws.

The proposed Settlement has two main parts: (1) a class settlement requiring AMC to fund Individual Class Payments for Participating Class Members; and (2) a PAGA settlement requiring AMC to fund a PAGA Payment used to pay Individual PAGA Payments to PAGA Employees and penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on AMC’s records, **your Individual Class Payment is estimated to be \$AMOUNT and your Individual PAGA Payment is estimated to be \$AMOUNT**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to AMC’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on AMC’s records showing that **you worked [REDACTED] Class Workweeks during the Class Period and [REDACTED] PAGA Pay Periods during the PAGA Period**. If you believe that you worked more Class Workweeks during the Class Period and/or PAGA Pay Periods during the PAGA Period, you can submit a Workweeks Dispute by the Response Deadline (or Extended Response Deadline, if applicable).

The Court has already preliminarily approved the proposed Settlement and this Notice. The Court has not yet decided whether to finally approve the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully.

**AMC will not retaliate against you for any actions you take or do not take
with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Can DO NOTHING	You do not have to do anything to participate in the Settlement. If you do nothing, you will be a Participating Class Member and eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against AMC that are covered by this Settlement.
You Can ASK TO BE EXCLUDED from the Class Settlement Requests for Exclusion Must be Submitted by [RESPONSE DEADLINE]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the class action component by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment or be able to object to any portion of the proposed Settlement. You cannot request exclusion from the PAGA portion of the proposed Settlement. If approved, AMC must pay Individual PAGA Payments to all PAGA Employees, who will give up their rights to pursue the Released PAGA Claims against AMC.
You Can OBJECT to the Class Settlement Objections Must be Submitted by [RESPONSE DEADLINE]	All Class Members who do not opt out of the Settlement (“Participating Class Members”) can object to any aspect of the proposed Settlement, except for the PAGA portion. If your Objection is overruled by the Court, you will still be bound by the terms of the Settlement and will receive an Individual Class Payment.
You Can DISPUTE the Calculation of Your Class Workweeks and/or PAGA Pay Periods Workweeks Disputes Must be Submitted by [RESPONSE DEADLINE]	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Class Workweeks and PAGA Pay Periods you were employed by AMC in California for at least one calendar day based on your hire and termination dates during the Class Period and PAGA Period, respectively. The number Class Workweeks and/or PAGA Pay Periods you worked according to AMC’s records is stated on the first page of this Notice. If you disagree with either or both of these numbers, you must submit a dispute to the Settlement Administrator by the Response Deadline.
You Can ATTEND the Final Approval/Fairness Hearing on [HEARING DATE]	The Final Approval Hearing is scheduled to take place on [DATE] in Department 14 of the Monterey County Superior Court. You do not have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former hourly, non-exempt employees who worked for AMC in California. Plaintiffs, on behalf of themselves and others allegedly similarly situated, allege that AMC violated California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 233, 234, 245, 246, 246.5, 247.5, 510, 512, 515, 558, 1174, 1174.5, 1175, 1185, 1194, et seq., 1194.1, 1194.2, 1197, et seq., 1197.1, 1197.5, 1198, 1199, 2800, 2802, 2926, and 2927; all applicable Industrial Welfare Commission (“IWC”) Wage Orders; California Code of Regulations, Title 8, sections 11000 et seq.,

11040, 11050, and 3395; and California Business and Professions Code sections 17200, et seq. Based on the same claims, Plaintiffs asserted a claim for civil penalties under the PAGA (Labor Code §§ 2698, et seq.). AMC strongly denies Plaintiffs' allegations and denies violating any local, state, or federal laws. AMC asserts that it complies with all legal requirements but is resolving these claims in order to avoid the costs of further legal proceedings.

2. WHAT DOES IT MEAN THAT PLAINTIFFS' CLAIMS HAVE SETTLED?

The Court has made no determination of whether AMC or Plaintiffs are correct on the merits of Plaintiffs' alleged claims. Instead, Plaintiffs and AMC hired an experienced, neutral mediator in an effort to resolve Plaintiffs' claims by negotiating an end to Plaintiffs' cases by agreement (settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement"), Plaintiffs and AMC have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, AMC does not admit any violations or concede the merits of any of Plaintiffs' claims. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate; authorized this Notice; and scheduled a hearing to determine Final Approval.

3. WHO IS INCLUDED IN THE SETTLEMENT?

The Court has decided the following individuals are included in the Settlement:

- **Class Members:** All hourly, non-exempt employees who were employed by AMC at any time during the Class Period (March 19, 2020 to December 31, 2025) within the State of California.
- **PAGA Employees:** All hourly, non-exempt employees who were employed by AMC at any time during the PAGA Period (April 14, 2019 to February 8, 2020 and April 18, 2025 to December 31, 2025) within the State of California.

According to AMC's records, you are a Class Member. You may also be a PAGA Employee if you worked for AMC during the PAGA Period.

4. WHAT ARE THE IMPORTANT MONETARY TERMS OF THE PROPOSED SETTLEMENT?

The proposed Settlement provides for a payment by AMC of \$1,735,000.00 to fully and finally resolve all claims in the Action (the "Gross Settlement Amount"). The total amount to be distributed to Class Members who do not exclude themselves from the class action component of the Settlement will be the value of the Gross Settlement Amount after deducting the following amounts (the "Net Settlement Amount"): (1) the Class Counsel Fees Award in the amount of \$578,333.33 (or one-third of the Gross Settlement Amount), as approved by the Court; (2) Class Counsel Litigation Expenses, as supported by declaration and approved by the Court, not to exceed \$55,000.00; (3) Enhancement Payments to each Plaintiff in the amount of \$10,000.00 each (collectively, \$40,000.00), as approved by the Court, for their work and efforts in prosecuting their claims on behalf of Class Members and PAGA Employees; (4) the PAGA Payment of \$150,000.00, representing PAGA civil penalties allocated for the settlement of claims under the PAGA; and (5) Administration Costs in the amount of \$18,650.00. The Class Counsel Fees Award, Class Counsel Litigation Expenses, Enhancement Payments, and Administration Costs are subject

to Court approval. No portion of the Gross Settlement Amount will be returned to AMC under any circumstances.

5. HOW MUCH WILL I RECEIVE AS AN INDIVIDUAL CLASS PAYMENT?

Your estimated Individual Class Payment is approximately \$**AMOUNT**. This amount is subject to change, based on the terms of the Court's Final Approval order.

Each Participating Class Member's Individual Class Payment will be apportioned as 20% wages and 80% penalties and interest. The amounts attributable to wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by the Settlement Administrator on IRS W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by the Settlement Administrator on IRS 1099 forms.

Your estimated Individual Class Payment is based on the number of Class Workweeks you worked for AMC in California during the Class Period (March 19, 2020 to December 31, 2025), as compared to the total number of Class Workweeks worked by all Class Members during that same period. Based upon AMC's records, you were determined to have worked **AMOUNT** Class Workweeks during the Class Period.

If this information appears correct, you do not need to do anything further to receive your Individual Class Payment. If you disagree with the number of Class Workweeks allocated to you, see Section 8 below.

6. HOW MUCH WILL I RECEIVE AS AN INDIVIDUAL PAGA PAYMENT?

Seventy-five percent (75%) of the PAGA Payment (\$112,500.00) will be paid as civil penalties to the LWDA. The remaining twenty-five percent (25%) of the PAGA Payment (\$37,500.00) will become part of the Net PAGA Employee Amount to be paid to the PAGA Employees.

If you are a PAGA Employee, you will receive a portion of the Net PAGA Employee Amount. Your estimated share of the PAGA Payment is approximately \$**AMOUNT**. This amount is subject to change, based on the terms of the Court's Final Approval order.

Each PAGA Employee's Individual PAGA Payment will be apportioned as 100% penalties and shall be reported by the Settlement Administrator on IRS 1099 forms.

Your estimated Individual PAGA Payment is based on the number of PAGA Pay Periods you worked during the PAGA Period (April 14, 2019 to February 8, 2020 and April 18, 2025 to December 31, 2025), as compared to the total number of PAGA Pay Periods worked by all PAGA Employees during that same period. Based upon AMC's records, you were determined to have worked **AMOUNT** PAGA Pay Periods during the PAGA Period.

If this information appears correct, you do not need to do anything further to receive your Individual PAGA Payment. If you disagree with the number of PAGA Pay Periods allocated to you, see Section 8 below.

7. HOW WILL I GET PAID?

To qualify for payment, you do not need to do anything. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member and PAGA Employee. The single check will combine your Individual Class Payment and Individual PAGA Payment (if any).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. The Settlement Administrator's phone number is [ADMINISTRATOR'S PHONE NUMBER].

The front of every check issued will show the date on which the check will expire (the void date). If you do not cash the check by the void date, your check will be cancelled, and the funds will be transferred to the California Controller's Office Unclaimed Property Fund in your name.

Neither Plaintiffs or their counsel nor AMC or its counsel are giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of your payments from the Settlement.

8. WHAT IF I BELIEVE MY ALLOCATED CLASS WORKWEEKS AND/OR PAGA PAY PERIODS ARE INACCURATE?

If you believe the number of Class Workweeks and/or PAGA Pay Periods attributed to you is inaccurate, you may submit a Workweeks Dispute by sending a letter to [ADMINISTRATOR'S ADDRESS] no later than [RESPONSE DEADLINE]. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any supporting documentation you want to include. The Settlement Administrator shall evaluate the evidence submitted and make a decision as to the correct number of Class Workweeks and/or PAGA Pay Periods attributable to you. The determination by the Settlement Administrator shall be final and binding, unless otherwise ordered by the Court.

9. WHAT AM I GIVING UP UNDER THE SETTLEMENT?

Unless you request to be excluded from the class action component of the Settlement, you will remain a Class Member, meaning that you cannot sue, continue to sue, or be part of any other lawsuit against AMC or its past and present officers, directors, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, representatives, employees, and agents (the "Released Parties") for any legal claims that are based on the facts alleged by Plaintiffs in the Action, or any claims that could have been brought under the facts and allegations made in the Action. Specifically, Participating Class Members will be giving up or "releasing" AMC and the Released Parties from the Released Class Claims described below:

[A]ny and all claims that were pled in the Amended Complaint, or reasonably could have been pled based on the factual allegations in the Amended Complaint, for failure to pay minimum, regular, overtime, double time, or reporting time wages and other compensation; failure to timely pay wages during employment; failure to timely pay wages at termination of employment; failure to provide accurate and itemized wage statements; failure to maintain accurate records; failure to reimburse necessary business

expenses; failure to provide meal periods or meal premiums in lieu thereof; failure to provide rest breaks or rest premiums in lieu thereof; failure to provide paid sick leave and/or pay sick pay; failure to provide notice of paid sick time and accrual; unlawful deductions from wages; and violation of California's unfair competition law ("UCL") under California Business and Professions Code sections 17200, et seq., including violations of Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 233, 234, 245, 246, 246.5, 247.5, 510, 512, 515, 558, 1174, 1174.5, 1175, 1185, 1194, 1194.2, 1197, et seq., 1197.1, 1198, 1199, 2800, 2802, 2926, and 2927; all applicable Industrial Welfare Commission ("IWC") Wage Orders; California Code of Regulations, Title 8, sections 11000 et seq., 11040, 11050, and 3395; and any other claims for damages and statutory penalties recoverable based on the facts and claims alleged, or those that could have been alleged, in the Amended Complaint for violations of the California Labor Code, California Business and Professions Code, and applicable IWC Wage Orders. The Released Class Claims shall be for the Class Period.

PAGA Employee will be giving up or "releasing" AMC and the Released Parties from the Released PAGA Claims described below:

[A]ny and all claims for civil penalties under the California Labor Code and the PAGA that were pled in the Amended Complaint or Plaintiffs' PAGA notices, or reasonably could have been pled based on the factual allegations in the Amended Complaint and Plaintiffs' PAGA notices, for failure to pay minimum, regular, overtime, double time, or reporting time wages and other compensation; failure to timely pay wages during employment; failure to timely pay wages at termination of employment; failure to provide accurate and itemized wage statements; failure to maintain accurate records; failure to reimburse necessary business expenses; failure to provide meal periods or meal premiums in lieu thereof; failure to provide rest breaks or rest premiums in lieu thereof; failure to provide paid sick leave and/or pay sick pay; failure to provide notice of paid sick time and accrual; unlawful deductions from wages; and violation of the UCL under California Business and Professions Code sections 17200, et seq., including violations of Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 233, 234, 245, 246, 246.5, 247.5, 510, 512, 515, 558, 1174, 1174.5, 1175, 1185, 1194, et seq., 1194.1, 1194.2, 1197, et seq., 1197.1, 1197.5, 1198, 1199, 2800, 2802, 2926, and 2927; all applicable IWC Wage Orders; California Code of Regulations, Title 8, sections 11000 et seq., 11040, 11050, and 3395; and any other claims for civil penalties recoverable based on the facts and claims alleged, or those that could have been alleged, in the Amended Complaint and Plaintiffs' PAGA notices for violations of the California Labor Code, California Business and Professions Code, and applicable IWC Wage Orders. The Released PAGA Claims shall be for the PAGA Period.

10. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Any Class Member wishing to opt out of the class action component of the Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by **[RESPONSE DEADLINE]**, or it will be invalid. The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Section 16 of this Notice has the Settlement Administrator's contact information.

PAGA Employees cannot opt out of the PAGA portion of the Settlement. Thus, even if you submit a timely and valid "opt-out" request, you will still receive an Individual PAGA Payment and will be deemed to have released the Released PAGA Claims.

11. IF I DO NOT EXCLUDE MYSELF FROM THE SETTLEMENT, CAN I SUE AMC OR GET MONEY FROM THE SETTLEMENT?

If you do not exclude yourself from the class action component of the Settlement, you cannot sue AMC for any of the claims that this Settlement resolves. If you have a pending lawsuit against AMC, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue with your own lawsuit(s). Remember, the exclusion deadline is **[RESPONSE DEADLINE]**.

If you exclude yourself from the class action component of the Settlement, you will not receive any money from the Settlement of the class action claims in the Action.

12. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to any aspect of the class action component of the proposed Settlement, including the deductions from the Gross Settlement Amount (Class Counsel Fees Award, Class Counsel Litigation Expenses, Enhancement Payments, and Administration Costs). If you decide to object to the Settlement, you may do so in writing. All Objections must be signed by you and must include: (1) your full name, address, telephone number, and the last four digits of your Social Security Number; (2) a description, in clear and concise terms, of all ground for the Objection accompanied by any legal and factual arguments supporting the Objection; (3) a list of witness(es) you may call to testify at the Final Approval Hearing who support your Objection; and (4) any copies of documents upon which your Objection is based that you intend to offer at the Final Approval Hearing. You must mail your Objection, postmarked no later than **[RESPONSE DEADLINE]**, to the Settlement Administrator at **[ADMINISTRATOR'S ADDRESS]**.

You may also appear at the Final Approval Hearing (see section 15 below for details), either in person or through an attorney at your own expense. *You may present an Objection at the Final Approval Hearing, regardless of whether you submitted a written Objection.*

There is no right to object to the PAGA portion of the Settlement. Thus, even if you submit a timely Objection to the class action component of the Settlement, you will still receive an Individual PAGA Payment and will be deemed to have released the Released PAGA Claims.

13. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the proposed Settlement. You can object only if you remain a Class Member. Excluding yourself, on the other hand, is telling the Court that you do not want to be a Class Member and do not want to receive an Individual Class Payment. If

you exclude yourself, you have no basis to object because the case no longer affects you. However, if you submit an Objection, you will still receive benefits under the Settlement, if it is approved by the Court. *Do not submit both an Objection and a Request for Exclusion.* If you do, the Request for Exclusion will be invalid, you will be deemed a Participating Class Member, and you will be bound by the terms of the Settlement.

14. WHO ARE THE ATTORNEYS REPRESENTING THE CLASS MEMBERS AND PAGA EMPLOYEES?

The Court decided that the law firms of David Yeremian & Associates, Inc.; D.Law, Inc.; United Employees Law Group, Inc.; Mara Law Firm, P.C.; The Byrne Law Group; Molteni Employment Law; Polaris Law Group, LLP; and Diversity Law Group, P.C., which represent Plaintiffs, are also qualified to represent you and all Class Members and PAGA Employee. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$578,333.33 (or one-third of the Gross Settlement Amount) in attorneys’ fees and for actual litigation costs incurred, up to a maximum of \$55,000.00, the actual amount of which will be determined by the Court at the Final Approval Hearing. Class Members (like you) do not have to pay the fees and costs of Class Counsel. If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.

15. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **DATE** at **TIME** in Department 14 of the Monterey County Superior Court, located at the Monterey Courthouse, 1200 Aguajito Road, Monterey, CA 93940. At the hearing, the judge will decide whether to grant Final Approval of the Settlement. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision as to whether grant Final Approval. You can attend (or hire a lawyer to attend on your behalf at your own expense) either personally or virtually via the Court’s website. Check the Court’s website for the most current appearance information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator’s website (**ADMIN’S WEBSITE**) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

16. HOW CAN I CONTACT CLASS COUNSEL OR GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. More details are in the Agreement. You can get a copy of the Agreement by contacting Class Counsel or visiting the Settlement Administrator’s website (**ADMIN’S WEBSITE**).

The contact information for Class Counsel is as follows:

Larry W. Lee
lwlee@diversitylaw.com
Kristen M. Agnew
kagnew@diversitylaw.com
DIVERSITY LAW GROUP, P.C.

William L. Marder
bill@polarislawgroup.com
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023

515 South Figueroa St., Suite 1250
Los Angeles, CA 90071
Tel.: (213) 488-6555

Tel.: (831) 531-4214

David Mara
dmara@maralawfirm.com
Jill Vecchi
jvecchi@maralawfirm.com
MARA LAW FIRM, PC
3160 Camino Del Rio South, Suite 207
San Diego, California 92108
Tel.: (619) 234-2833

Natalie Haritonian
n.haritonian@d.law
Matthew Carraher
m.carraher@d.law
D.LAW INC.
450 N. Brand Blvd. Suite 840
Glendale, California 91203
Tel.: (818) 962-6465

David Yeremian
d.yeremian@d.law
DAVID YEREMIAN & ASSOCIATES, INC.
450 N. Brand Blvd. Suite 840
Glendale, CA 91203
Tel.: (818) 962-6465

Cristina Molteni, Esq.
MOLTENI EMPLOYMENT LAW
100 Pine Street, Suite 1250
San Francisco, California 94111

Adrian C. Byrne, Esq.
THE BYRNE LAW GROUP
8605 Santa Monica Boulevard, Suite 48497
West Hollywood, California 90069

You may also find additional information regarding the Settlement posted on [ADMIN'S WEBSITE], including the date and time of the Final Approval Hearing, Motion for Preliminary Approval, Preliminary Approval Order, Class Notice, Motion for Final Approval, Final Approval Order, and Judgment.

The Contact information for the Settlement Administrator is as follows:

Email Address:
Mailing Address:
Telephone:
Fax Number:

The pleadings and other records in this litigation may be examined online on the website for Monterey County Superior Court (<https://portal.monterey.courts.ca.gov>).

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Exhibit 2



March 6, 2024

Via Upload to the LWDA Website and U.S. Certified Mail

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

TO: California Labor and Workforce Development Agency; Apartment Management Consultants, LLC; Davidon Homes; Davidon Corporation

*Kevin Nikaido, on behalf of himself, others similarly situated, and the general public v.
Apartment Management Consultants, LLC; Davidon Homes; Davidon Corporation*

Factual Statement and Theories of Labor Code Violations

Kevin Nikaido was formerly employed by Apartment Management Consultants, LLC; Davidon Homes; and Davidon Corporation (collectively "AMC and DAVIDON") as a non-exempt employee in California. Mr. Nikaido's employment with AMC and DAVIDON ended on or about December 20, 2023.

Mr. Nikaido gives notice of his intent to file a lawsuit for violations of the Private Attorneys General Act of 2004 ("PAGA") for AMC AND DAVIDON's failure to comply with California's wage and hour requirements on behalf of himself and similarly aggrieved employees who worked as non-exempt employees for AMC AND DAVIDON in California.

AMC and DAVIDON provide professional property management services. AMC and DAVIDON manage over 100 properties throughout California. AMC AND DAVIDON employ non-exempt employees, such as Mr. Nikaido, to work at its locations in California.

I. AMC and DAVIDON Fails to Pay All Straight Time Wages Owed

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provide a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code*

section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

AMC and DAVIDON has a continuous policy of not paying Mr. Nikaido and the aggrieved employees for all hours worked. Specifically, AMC and DAVIDON has a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods.

When Mr. Nikaido and the aggrieved employees are able to take meal periods, Mr. Nikaido and the aggrieved employees are not relieved of all duties and employer control during their unpaid meal periods. Residents and other workers routinely interrupt Ns. Nikaido's and the aggrieved employees' unpaid meal periods. The breakroom provided by AMC and DAVIDON is the same area where residents can watch television, heat up food, or hangout. As such, when Mr. Nikaido and the aggrieved employees are on their meal periods, residents routinely ask them questions. In addition, Mr. Nikaido and the aggrieved employees are interrupted during their meal periods by other workers who ask them work related questions or for help. In addition, other employees would call Mr. Nikaido and the aggrieved employees during meal periods if a vendor came or if something came up with a resident. Thus, Mr. Nikaido and the aggrieved employees are owed wages for meal period time during which they are subject to AMC's and DAVIDON's control and during which they are not free from all work duties.

Mr. Nikaido and the aggrieved employees are informed and believe and thereon allege that AMC and DAVIDON breached the legal duty to pay full wages to Mr. Nikaido by failing to pay Mr. Nikaido and similarly aggrieved employees for meal period time when Mr. Nikaido and the aggrieved employees were not relieved of all duties and employer control.

AMC and DAVIDON committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Mr. Nikaido and the aggrieved employees. AMC AND DAVIDON acted with malice or in conscious disregard of Mr. Nikaido's and the aggrieved employees' rights.

These claims are for Mr. Nikaido and all similarly situated non-exempt employees who worked for AMC and DAVIDON in California.

Mr. Nikaido, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510 and 1194.

II. AMC and DAVIDON Fails to Pay All Overtime Wages Owed

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work. Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay for an employee.

California Labor Code section 510 dictates that any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than two (2) times the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than two (2) times the regular rate of pay of an employee.

AMC and DAVIDON failed to pay overtime when Mr. Nikaido and the aggrieved employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week. AMC and DAVIDON failed to pay Mr. Nikaido and the aggrieved employees for all hours worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week.

Mr. Nikaido and the aggrieved employees were deprived of wages for all overtime hours worked because AMC and DAVIDON failed to pay them overtime wages for all overtime hours worked. This resulted in Mr. Nikaido and the aggrieved employees not being paid all overtime wages owed to them.

AMC and DAVIDON has a continuous policy of not paying Mr. Nikaido and the aggrieved employees for all hours worked. Specifically, AMC and DAVIDON has a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. Mr. Nikaido and the aggrieved employees are not paid for this time. Because Mr. Nikaido and the aggrieved employees work shifts lasting over eight hours, the majority of these unpaid hours would qualify for the overtime rate.

When Mr. Nikaido and the aggrieved employees are able to take meal periods, Mr. Nikaido and the aggrieved employees are not relieved of all duties and employer control during their unpaid meal periods. Residents and other workers routinely interrupt Mr. Nikaido's and the aggrieved employees' unpaid meal periods. The breakroom provided by AMC and DAVIDON is the same area where residents can watch television, heat up food, or hangout. As such, when Mr. Nikaido and the aggrieved employees are on their meal periods, residents routinely ask them questions. In addition, Mr. Nikaido and the aggrieved employees are interrupted during their meal periods by other workers who ask them work related questions or for help. Other employees would also call Mr. Nikaido and the aggrieved employees during meal periods if a vendor came or if something came up with a resident. Thus, Mr. Nikaido and the aggrieved employees are owed wages for meal period time during which they are subject to AMC's and DAVIDON's control and during which they are not free from all work duties. When Mr. Nikaido and the aggrieved employees work over eight hours in a shift, these unpaid hours must be compensated at an overtime rate.

Further, AMC and DAVIDON would tell Mr. Nikaido and the aggrieved employees not to report

overtime hours on their wage statements because they would get reprimanded if they did not get prior approval for the overtime hours. This would lead to Mr. Nikaido and the aggrieved employees working overtime hours for which they were not paid.

In addition, AMC and DAVIDON failed to pay Mr. Nikaido and the aggrieved employees at the appropriate regular rate of pay for all overtime hours worked. Specifically, AMC and DAVIDON failed to incorporate non-discretionary commissions, bonuses, and/or other non-hourly payments employees were paid when calculating employees' regular rate of pay for purposes of paying overtime compensation. For example, when Mr. Nikaido and the aggrieved employees would rent an apartment, when the tenants moved in, AMC and DAVIDON would pay Mr. Nikaido and the aggrieved employees a non-discretionary bonus of approximately \$125. These bonuses are not incorporated into Mr. Nikaido's and the aggrieved employees' regular rate of pay for purposes of paying overtime compensation.

Mr. Nikaido and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

These claims are for Mr. Nikaido and all similarly situated non-exempt employees who worked for AMC and DAVIDON in California.

Mr. Nikaido, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

III. AMC and DAVIDON Failed to Provide Lawful Meal Periods

Under *California Labor Code* section 512, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

AMC and DAVIDON breached the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, AMC and DAVIDON fails to provide Mr. Nikaido and the aggrieved employees with meal periods within the first five continuous hours of work.

AMC and DAVIDON breached the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Mr. Nikaido and the aggrieved employees to work through their meal periods to satisfy the demanding workload duties imposed by AMC and

DAVIDON, thereby denying Mr. Nikaido and the aggrieved employees of the right to be completely free from employer control under California law.

When Mr. Nikaido and the aggrieved employees are able to take meal periods, Mr. Nikaido and the aggrieved employees are not relieved of all duties and employer control during their unpaid meal periods. Residents and other workers routinely interrupt Mr. Nikaido's and the aggrieved employees' unpaid meal periods. The breakroom provided by AMC and DAVIDON is the same area where residents can watch television, heat up food, or hangout. As such, when Mr. Nikaido and the aggrieved employees are on their meal periods, residents routinely ask them questions. In addition, Mr. Nikaido and the aggrieved employees are interrupted during their meal periods by other workers who ask them work related questions or for help. Other employees would also call Mr. Nikaido and the aggrieved employees during meal periods if a vendor came or if something came up with a resident.

In addition, AMC and DAVIDON instituted a consistent policy/practice of not providing second meal periods to Mr. Nikaido and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Mr. Nikaido and the aggrieved employees are required to work shifts lasting nine (9) to eleven (11) hours long but never received second meal periods in shifts over ten hours long.

In addition, if and when AMC and DAVIDON pay meal period premiums, they do not pay them at the proper regular rate of pay.

By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, AMC and DAVIDON willfully violated the provisions of *Labor Code* sections 226.7 and 512.

These claims are for Mr. Nikaido and all similarly situated non-exempt employees who worked for AMC and DAVIDON in California.

Mr. Nikaido, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Nikaido has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* sections 226.7 and 512.

IV. AMC and DAVIDON Failed to Provide Lawful Rest Periods

AMC and DAVIDON has had a consistent policy and/or practice of not providing duty free paid ten-minute paid rest periods for every four hours worked, or a major fraction thereof, to Mr. Nikaido and the aggrieved employees.

Industrial Welfare Commission Order No. 5-2001 section 11(A) states "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction

thereof.”

AMC and DAVIDON breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Mr. Nikaido and the aggrieved employees to work through their rest periods to satisfy the demanding workload duties imposed by AMC and DAVIDON, thereby denying Mr. Nikaido and the aggrieved employees of the right to be completely free from employer control under California law.

Further, when Mr. Nikaido and the aggrieved employees are able to take meal periods, Mr. Nikaido and the aggrieved employees are not relieved of all duties and employer control during their unpaid meal periods. Residents and other workers routinely interrupt Ms. Nikaido’s and the aggrieved employees’ unpaid meal periods. In addition, Mr. Nikaido and the aggrieved employees are interrupted during their rest periods by other workers who ask them work related questions or for help. Other employees would also call Mr. Nikaido and the aggrieved employees during meal periods if a vendor came or if something came up with a resident.

In addition, if and when AMC and DAVIDON pay rest period premiums, they do not pay them at the proper regular rate of pay.

By failing to provide rest periods for every four hours or major fraction thereof worked per day by non-exempt employees, and by failing to provide compensation for these unprovided rest periods, as alleged above, AMC and DAVIDON willfully violated the provisions of *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 5-2001 section 11(A).

These claims are for Mr. Nikaido and all similarly situated non-exempt employees who worked for AMC and DAVIDON in California.

Mr. Nikaido, as a non-exempt employee who was unlawfully deprived of lawful ten-minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Nikaido has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 and Industrial Welfare Commission Order No. 5-2001 section 19 for violations of *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 5-2001 section 11(A).

V. AMC and DAVIDON Failed to Pay All Wages Due at Termination and During Employment

AMC and DAVIDON willfully failed to pay, in a timely manner, wages owed to the aggrieved employees who left AMC and DAVIDON’S employ or who were terminated.

The aggrieved employees who ended their employment with AMC and DAVIDON during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable

immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, AMC and DAVIDON intentionally and willfully failed to pay the aggrieved employees who are no longer employed by AMC and DAVIDON their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving AMC and DAVIDON'S employ.

AMC and DAVIDON has a continuous policy of not providing final wages to employees who are fired at the time of termination or who quit within seventy-two (72) hours of their leaving AMC and DAVIDON's employ.

As outlined above, AMC and DAVIDON has a continuous policy of not paying Mr. Nikaido and similarly aggrieved employees all wages owed. For example, AMC and DAVIDON fails to pay Mr. Nikaido and the aggrieved employees for all hours worked by requiring employees to work before clocking in, after clocking out, and during unpaid meal periods. As outlined above, AMC and DAVIDON also fails to pay Mr. Nikaido and the aggrieved employees all straight time and overtime wages owed and promised.

In addition, AMC and DAVIDON failed to pay all meal and rest period premiums owed to Mr. Nikaido and the aggrieved employees at the time of termination.

AMC and DAVIDON'S failure to pay the aggrieved employees who are no longer employed by AMC and DAVIDON their wages, that were earned and unpaid, at the time of termination or within seventy-two hours of their leaving AMC and DAVIDON'S employ, is in violation of *California Labor Code* sections 201 and 202.

California Labor Code section 203 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the wages shall not continue for more than thirty (30) days.

These claims are for Mr. Nikaido and all similarly situated non-exempt employees who worked for AMC and DAVIDON in California.

Mr. Nikaido, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *Labor Code* section 2699.5 for violations of sections 201 through 203.

VI. AMC and DAVIDON's Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions

Section 226(a) of the *California Labor Code* requires AMC and DAVIDON to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by

Mr. Nikaido and the aggrieved employees.

California Labor Code section 226 subdivision (a) requires that AMC and DAVIDON, at the time of each payment of wages, “furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee...”

California Labor Code section 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California” to itemize in wage statements and to accurately report the total hours worked and total wages earned.

In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” An employer complies with *California Labor Code* section 226(a) “if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.”

AMC and DAVIDON has knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Mr. Nikaido and the other aggrieved employees.

In every pay period during the period of the relevant statute of limitations, AMC and DAVIDON knowingly and intentionally did not itemize the total hours worked on wage statements as *California Labor Code* section 226, subsection (a), requires. As outlined above, AMC and DAVIDON has a continuous policy of not paying Mr. Nikaido and similarly aggrieved employees for all hours worked by requiring employees to work before clocking in, after clocking out, and during meal periods. As outlined above, AMC and DAVIDON also fails to pay Mr. Nikaido and the aggrieved employees all straight time and overtime wages owed and promised.

In addition, AMC and DAVIDON failed to include all meal and rest period premiums that were owed to Mr. Nikaido and the aggrieved employees on wage statements.

Finally, AMC and DAVIDON failed to include all overtime hours worked by Mr. Nikaido and the

aggrieved employees on wage statements at the proper regular rate of pay that incorporated commissions and bonuses earned during that pay period.

Throughout the statutory period, as a result of the knowing and intentional failure by AMC and DAVIDON to comply with itemized employee wage statement provisions, Mr. Nikaido and the aggrieved employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

These claims are for Mr. Nikaido and all similarly situated non-exempt employees who worked in AMC and DAVIDON's locations in California.

Mr. Nikaido, as a non-exempt employee who AMC and DAVIDON failed to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Nikaido has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* section 226.

VII. AMC and DAVIDON Failed to Provide Paid Sick Days

Section 246(a) of the *California Labor Code* requires "an employee who, on or after July 1, 2015, works in California for the same employer for thirty (30) or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." *California Labor Code* section 246, subdivision (b)(1), provides, in pertinent part, "an employee shall accrue paid sick days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later."

California Labor Code section 246(k) provides that, "[a]n employee may determine how much paid sick leave they need to use, provided that an employer may set a reasonable minimum increment, not to exceed two hours, for the use of paid sick leave."

California Labor Code section 246(i) requires that, "[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

California Labor Code section 233(c) states: "An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5" *California Labor Code* section 233(d) provides relief for violations of this section, stating that "[a]ny employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day's pay, whichever is greater, and to appropriate equitable relief."

California Labor Code section 234 further forbids employers from adopting an "absence control

policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.

AMC and DAVIDON operates under an absence control policy that counts sick leave taken pursuant to Section 233. Thus, AMC and DAVIDON's sick pay policy punishes employees for use of protected and appropriate sick leave. AMC and DAVIDON further failed to provide paid sick days for all hours worked in compliance with these sections.

In addition, AMC and DAVIDON does not provide employees with written notice that sets forth the amount of sick leave available for use, either in employees' itemized wage statements or in a separate writing provided to employees on the designated pay date.

These claims are for Mr. Nikaido and all similarly situated non-exempt employees who worked in AMC and DAVIDON's locations in California.

Mr. Nikaido, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *California Labor Code* section 2699.5 for violations of section 246 and 247.5.

VIII. AMC and DAVIDON Underpaid Employees Every Pay Period

Section 558(a) of the *California Labor Code* subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty for every pay period for which the employee was underpaid, which includes the underpaid wages related to each violation.

Every pay period, AMC and DAVIDON failed to pay employees the legal minimum wage in violation of *California Labor Code* section 1197.1, and employees are entitled to underpaid wages pursuant to Section 558(a).

AMC and DAVIDON has had a continuous policy of not paying Mr. Nikaido and similarly aggrieved employees for all hours worked, as outlined above.

Every pay period, AMC and DAVIDON failed to pay overtime when employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week in violation of *California Labor Code* section 510, and employees are entitled to underpaid overtime wages pursuant to Section 558(a).

Every pay period, AMC and DAVIDON has had a consistent policy and/or practice of not providing meal periods to Mr. Nikaido and all aggrieved employees and/or providing compensation in lieu thereof in violation of *California Labor Code* section 512, and employees are entitled to underpaid meal period premium wages pursuant to Section 558(a).

Every pay period, AMC and DAVIDON has had a consistent policy and/or practice of not providing rest periods to Mr. Nikaido and the aggrieved employees and/or providing compensation in lieu thereof, and employees are entitled to underpaid rest period premium wages pursuant to Section 558(a).

Further, because Mr. Nikaido and the aggrieved employees were provided non-discretionary bonuses per impound, the regular rate of pay used to compensate for overtime hours worked should have factored in the bonus payments. AMC and DAVIDON's failure to increase Mr. Nikaido's and the aggrieved employees' regular rate of pay was unlawful and resulted in greater underpayment of the overtime hours worked by Mr. Nikaido and the aggrieved employees.

Mr. Nikaido and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

These claims are for Mr. Nikaido and all similarly situated non-exempt employees who worked in AMC and DAVIDON's locations in California.

Mr. Nikaido, as a non-exempt employee who unlawfully was underpaid every pay period during his employment, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Nikaido has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 558(a) for violations of *California Labor Code* sections 510 and 512 and California's labor laws.

IX. Conclusion

If after 65 days from the date of this letter, the LWDA does not take action or declines to intervene, Mr. Nikaido will file a complaint alleging PAGA violations, as described above.

Respectfully submitted,
MARA LAW FIRM, PC



David Mara, Esq.

Attn: PAGA Administrator
California Labor and Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Via Web Submission

Julie E. Chaiken
1600 S Main Street, Suite 150
Walnut Creek, California 94596
Agent for Service of Process for Defendant Davidon Homes and Davidon Corporation
Via Certified Mail

Amanda Garcia

330 N Brand Blvd.

Glendale, CA 91203

Agent for Service of Process for Defendant Apartment Management Consultants, LLC

Via Certified Mail

Apartment Management Consultants, LLC

1954 Fort Union Blvd., Suite 500

Cottonwood Heights, UT 84121

Via U.S. Mail

Case Name: **Kevin Nikaido v. Apartment Management Consultants, LLC;
Davidon Homes; Davidon Corporation**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the County of: San Diego, State of California.

I am over the age of 18 and not a party to the within action; my business address is:
2650 Camino Del Rio North, Suite 302 San Diego, CA 92108

On March 6, 2024, I served the foregoing document(s) described as:

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION
2699.3**

On interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Julie E. Chaiken
1600 S Main Street, Suite 150
Walnut Creek, California 94596
*Agent for Service of Process for Defendant
Davidon Homes and Davidon Corporation
Via Certified Mail*

**Apartment Management Consultants,
LLC**
1954 Fort Union Blvd., Suite 500
Cottonwood Heights, UT 84121
Via U.S. Mail

Amanda Garcia
330 N Brand Blvd.
Glendale, CA 91203
*Agent for Service of Process for Defendant
Apartment Management Consultants, LLC
Via Certified Mail*

Attn: PAGA Administrator
**California Labor and Workforce
Development Agency**
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Via Electronic Filing

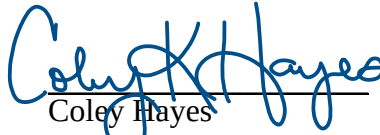
[XX] (BY UNITED STATES CERTIFIED MAIL) On March 6, 2024, I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses named above and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

[XX] (BY UNITED STATES MAIL) On March 6, 2024, I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses named above and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

[XX] (BY ELECTRONIC SUBMISSION) On March 6, 2024, I caused the documents to be sent to the persons at the electronic notification addresses of the parties named above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

1 **[XX] (DECLARATION)** I declare under penalty of perjury under the laws of the State of
2 California that the above is true and correct.

3 Dated: March 6, 2024

4 
Coley Hayes

Coley Hayes

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, March 6, 2024 9:52 AM
To: Coley Hayes
Subject: Thank you for submission of your PAGA Case.

3/6/2024

LWDA Case No. LWDA-CM-1015006-24

Law Firm : Mara Law Firm

Plaintiff Name : Kevin Nikaido

Employer: Apartment Management Consultants, LLC; Davidon Homes; Davidon Corporation Filing Fee : \$75.00 IFP

Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 3