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Attorneys for Plaintiff SUN YOUNG JEON, on behalf of herself,  
all others similarly situated, and on behalf of the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN JOAQUIN**

SUN YOUNG JEON on behalf of  
herself, all others similarly situated, and  
on behalf of the general public,

Plaintiffs,

v.

DOMUS MANAGEMENT COMPANY;  
and DOES 1-100,

Defendants.

Case No. STK-CV-UOE-2024-0005996

*[Assigned for all purposes to the  
Honorable Esmeralda Zendejas, Dept. 11A]*

**DECLARATION OF DAVID MARA, ESQ.  
IN SUPPORT OF PLAINTIFF SUN  
YOUNG JEON'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT,  
CONDITIONAL CERTIFICATION,  
APPROVAL OF CLASS NOTICE,  
SETTING OF**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Complaint Filed: May 21, 2024

Trial Date: None Set

1 I, DAVID MARA, declare as follows:

- 2 1. I am President of Mara Law Firm, PC, and counsel of record for the Plaintiff and the  
3 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  
5 testify, 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 Code  
9 and Industrial Welfare Commission Wage Orders, such as wage and hour class actions and  
10 cases alleging violations of the Private Attorneys General Act of 2004 (“PAGA”). I have  
11 litigated over three hundred and fifty (350) class action and PAGA lawsuits over the course  
12 of approximately 20 years.
- 13 4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County  
14 Superior Court, Case No. GIC834348) which was the underlying case in the California  
15 Supreme Court’s landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012)  
16 53 Cal.4th 1004, in which the California Supreme Court delineated the scope of employer  
17 obligations to provide, and employee rights to receive, meal and rest periods under  
18 California law.
- 19 5. I am frequently called upon to author Amicus Curiae briefs on behalf of Consumer  
20 Attorneys of California (“CAOC”). For example, I authored the Amicus Curiae briefs on  
21 behalf of CAOC in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The  
22 California Supreme Court ruling that, like meal periods, employers must relieve employees  
23 of all duty and relinquish all control to satisfactorily discharge its obligation to authorize  
24 and permit rest periods.); *Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038 (The California  
25 Supreme Court ruling that the time spent on the employer’s premises waiting for, and  
26 undergoing, required exit searches of packages, bags, or personal technology devices  
27 voluntarily brought to work is compensable hours worked within the meaning of the Wage  
28

1 Orders.); *Oliver v. Superior Court* (2021) California Court of Appeal Case No. H049185  
2 (A brief asking the California Court of Appeal for the Sixth Appellate District to determine  
3 whether mandatory drive time of personal vehicles should be considered hours worked  
4 within the meaning of the Wage Orders' suffered or permitted test.). *Davidson v. O'Reilly*  
5 *Auto Enterprises, LLC* (9th Cir., 2020; Docket No. 18-56188)(a brief seeking Review *En*  
6 *Banc* of an order denying class certification in a wage and hour matter).

7 6. I am also a member of CAOC's Amicus Committee that determines the cases in which the  
8 organization will agree to provide amicus support.

9 7. I have also lectured as a panelist for California Employment Lawyers Association  
10 regarding a host of wage and hour issues.

11 8. I have been named as class counsel in the following certified cases as a result of the court  
12 granting a motion for class certification: *Mario Norona v. B&G Delivery System, Inc.*  
13 (Sacramento County Superior Court, Case No. 34-2015-00186826-CU-OE-GDS); *Jerald*  
14 *Schroeder v. YRC, Inc.; et al.* (Central District of California, Case No. 12-cv-01374-TJH);  
15 *John Martin v. Sysco Corporation, et al.* (Eastern District of California, Case No. 1:16-cv-  
16 00990-DAD-SAB); *William Smith v. Werner Enterprises, Inc. d/b/a C.L. Werner, Inc.*  
17 (District of Nebraska, Case No. 8:15-cv-287); *Thomas Perez v. City of San Diego* (San  
18 Diego County Superior Court, Case No. 37-2014-00016621-CU-OE-CTL); *Denson Sales,*  
19 *et al. v. United Road Services, Inc. et al* (Northern District of California, Case No. 19-cv-  
20 08404-JST), *Eric Mendez v. M&N Consulting, Inc. dba A-Line Messenger Service* (San  
21 Bernardino County Superior Court, Case No. CIVDS1923624); *Denson Sales v.*  
22 *Professional Auto Transport, Inc. et al.* (San Bernardino County Superior Court, Case No.  
23 CIVDS2010153); *Bobby Williams v. Mohsen Transport, Inc.* (San Diego County Superior  
24 Court, Case No. 37-2019-00063361-CU-OE-CTL); and *Ashton Harden v. Mushiana*  
25 *Transport Inc.* (Sacramento County Superior Court, Case No. 34-2021-00301950-CU-OE-  
26 GDS).

27 9. I have also been named as class counsel in numerous cases during the settlement process.  
28

1 Here is a non-exhaustive list of cases where I have been named as class counsel in cases  
2 during the settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo County Superior  
3 Court, Case No. CV-18-100); *Brian Davidson v. A&B Trucking Services, Inc.* (Kern  
4 County Superior Court Case No. BCV-16-102985); *Alex Vega, et al. v. Advance Beverage*  
5 *Co., Inc.* (Kern County Superior Court, Case No. BCV-16-100848); *Jaime Ruiz v. Altura*  
6 *Centers for Health* (Kern County Superior Court, Case No. BCV-19-101577); *George*  
7 *Zamudio v. AmeriPride Service, Inc.* (Alameda County Superior Court, Case No.  
8 RG1809666); *Richard Hendricks v. Antonini Freight Express, Inc.* (San Joaquin County  
9 Superior Court, Case No. STK-CV-UOE-2016-6999); *Alton Davis v. Apria Healthcare*  
10 *Group, Inc.* (San Diego County Superior Court, Case No. 37-2014-00004724-CU-OE-  
11 CTL); *Alan Atchison v. Ashley Furniture Industries, Inc., et al.* (Central District of  
12 California, Case No. 17-cv-00528-JAK-SP); *Bernard Payton v. Atech Logistics, Inc.*  
13 (Sonoma County Superior Court, Case No. SCV 258595); *Ramon Jenkins v. Compass*  
14 *Group USA, Inc., et al.* (Yolo County Superior Court, Case No. CVCV-18-747); *Timothy*  
15 *Spikes, et al. v. Bear Trucking, Inc., et al.* (San Bernardino County Superior Court, Case  
16 No. CIVDS1715151); *Joshua Turpen v. Benjamin's Transfer Inc.* (Solano County Superior  
17 Court, Case No. FCS048845); *Cesar Mendoza v. Bi-Rite Food Service, Inc.* (San Mateo  
18 County Superior Court, Case No. 17CIV02044); *Terrance Bailey v. Blue Apron, LLC; et*  
19 *al.* (Northern District of California, Case No. 18-cv-07000-VC); *Jeffrey Weast v.*  
20 *California Aseptic Beverages, LLC* (San Bernardino County Superior Court, Case No.  
21 CIVDS1825256); *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino  
22 County Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega Velazquez v.*  
23 *Hunter Landscape, Inc.; et al.* (San Bernardino County Superior Court, Case No.  
24 CIVDS1928062); *Adrian Diaz v. Keystone Automotive Operations, Inc.* (Riverside County  
25 Superior Court, Case No. RIC1817450); *Arturo Gonzalez v. NCI Group, Inc. dba NCI*  
26 *Building Systems* (Eastern District of California, Case No. 18-cv-00948-AWI-SKO); *Larry*  
27 *Perez v. The Nielsen Company (US), LLC* (Orange County Superior Court, Case No. 30-  
28

2021-01194324-CU-OE-CXC); *Erik Martinez v. Patrick Industries, Inc.* (San Bernardino County Superior Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw Industries, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVSB2024674); *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.* (Los Angeles County Superior Court, Case No. 19STCV16010); and *Aaron Romero v. Vitro Flat Glass, LLC* (Kern County Superior Court, Case No. BCV-21-101357).

10. Plaintiff submitted her Notice of Labor Code Violations to the LWDA on May 3, 2024.

11. On May 21, 2024, Plaintiff Sun Young Jeon filed a class action complaint in the San Joaquin County Superior Court against Defendant asserting 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 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; (8) Failure to Reimburse/Illegal Deductions; and (9) Unfair Competition.

12. On July 3, 2024, Defendant filed an answer to Plaintiff's complaint.

13. On December 6, 2024, Plaintiff filed a First Amended Complaint adding in a cause of action for Defendant's alleged violation of the Private Attorneys General Act of 2004.

14. On January 7, 2025, Defendant filed an answer to Plaintiff's First Amended Complaint.

15. The Parties conducted significant investigation and discovery of the facts and law. Through informal discovery, Defendant produced relevant policy documents that covered employees' employment with Defendant, such as employee handbooks. Included within these documents were Defendant's wage and hour policies, including its meal and rest period policies. Defendant also produced a sampling of time and wage records for Class Members. Plaintiff also requested, and Defendant produced, the number of current and former employees, as well as the number of workweeks worked by Class Members during the relevant time period, to establish a potential exposure model in preparation for

1 mediation. From this discovery, Plaintiff and her Counsel were able to analyze Defendant's  
2 liability and prepare a realistic damage model.

3 16. The Parties attended an all-day mediation presided over by wage and hour mediator  
4 Brandon McKelvey on April 24, 2025. The mediation ended with Mr. McKelvey issuing a  
5 mediator's proposal that was ultimately accepted by all Parties. The Parties then met and  
6 conferred over all the terms of the settlement and finalized their settlement in the Parties'  
7 Agreement. The Parties Agreement is attached hereto as The Parties attended an all-day  
8 mediation presided over by wage and hour mediator Brandon McKelvey on April 24, 2025.  
9 The mediation ended with Mr. McKelvey issuing a mediator's proposal that was ultimately  
10 accepted by all Parties. The Parties then met and conferred over all the terms of the  
11 settlement and finalized their settlement in the Parties' Agreement. The Parties seek  
12 preliminary approval of the Agreement in the instant motion **Exhibit 1**.

13 17. Plaintiff contends that employees are not provided with lawful meal and rest periods.  
14 Employers have an obligation to provide employees with thirty (30) minute meal periods  
15 and ten (10) minute rest periods. An employer "satisfies this obligation [to provide meal  
16 periods] if it relieves its employees of all duty, relinquishes control over their activities and  
17 permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does  
18 not impede or discourage them from doing so." *Brinker Restaurant Corp. v. Superior Court*  
19 (2012) 53 Cal.4th 1004, 1040. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th  
20 257, the California Supreme Court ruled that the standards applicable to providing meal  
21 periods the Court articulated a few years earlier in *Brinker Restaurant Corp. v. Superior*  
22 *Court* (2012) 53 Cal.4th 1004, were equally applicable to the rest period context.

23 18. Plaintiff contends that employees must always answer their phones when Defendant,  
24 prospective tenants, or current tenants call them. This includes when they are on meal and  
25 rest periods. In addition, Plaintiff asserts that employees always must be available should  
26 an emergency arise, including during meal and rest period time. Further, Plaintiff asserts  
27 that when employees work shifts of more than 10 hours, they are not provided with a  
28

1 second meal period or third rest break.

2 19. Defendant disputes these claims and contends it provided employees with lawful meal and  
3 rest periods. Defendant asserts that its employee handbooks contain lawful meal and rest  
4 period policies. Defendant further contends that in practice, throughout the class period,  
5 employees were permitted to take duty-free and uninterrupted meal and rest periods within  
6 the timeframes outlined by California law. Defendant contends that employees rarely  
7 worked more than ten hours in a day and, therefore, were not entitled to third rest periods  
8 or second meal periods. Defendant asserts that meal and rest periods are taken individually,  
9 and employees have wide discretion over when and how to take them, so long as they are  
10 legally compliant. Defendant contends that if litigation were to continue, it would provide  
11 declarations from employees attesting to the fact that they received lawful meal and rest  
12 periods that were uninterrupted and duty-free. Defendant contends that if litigation  
13 continued, the Court would have to ask each employee whether they received a lawful meal  
14 or rest period in each shift, thereby defeating certification.

15 20. If Plaintiff were to prevail on these claims for the entire class period, Plaintiff and the Class  
16 Members would be entitled to the following potential damages: \$4,761,890 [117,752 shifts  
17 x \$20.22 x 2 violations per shift (one meal period violation and one rest period violation)  
18 = \$4,761,890.88].

19 21. Plaintiff asserts that Defendant fails to pay employees all wages owed. Employees must be  
20 paid for all “hours worked,” as that phrase is defined in the Wage Order and interpreted by  
21 California courts. As just outlined, Plaintiff asserts that Defendant does not provide  
22 employees with duty and control free meal periods. As such, Plaintiff contends that  
23 employees must be paid for unpaid meal period time.

24 22. Defendant disputes this claim and contends that employees are paid for all time worked.  
25 Defendant asserts that employees are not subject to any work duties during meal periods  
26 and are provided with uninterrupted, duty-free time away from work. Defendant contends  
27 that its employee handbooks emphasize that employees are relieved of all duties during  
28

1 meal periods and that employees are to take an uninterrupted meal period. Defendant  
2 contends that if litigation continued, the Court would have to ask each employee whether  
3 they received a lawful meal period in each shift, thereby defeating certification.

4 23. If Plaintiff were to prevail on this claim for the entire class period, Plaintiff and the Class  
5 Members would be entitled to the following potential damages: \$1,190,472. (117,752  
6 shifts x \$20.22 x 0.5 hours per shift = \$1,190,472.72).

7 24. Plaintiff contends that employees are not reimbursed for all business expenses. Under  
8 Labor Code § 2802, the employer must “indemnify its employees for expenses they  
9 necessarily incur in the discharge of their duties...” *Gattuso v. Harte-Hanks Shoppers, Inc.*  
10 (2015) 169 P.3d 889. In *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th  
11 1137, 1140, it was held that § 2802 requires employers to always reimburse employees  
12 who are required to use personal cell phones for work-related calls for a reasonable  
13 percentage of their cell phone bills. Plaintiff contends that Defendant requires employees  
14 to use their personnel cell phones for business purposes, such as after-hours emergencies.

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

26 26. If Plaintiff were to prevail on this claim, Plaintiff and the Class Members would be entitled  
27 to the following potential damages: \$162,840 (59 months during the relevant time period  
28

1           x \$20 per month x 138 current employees = \$162,840).

2       27. Plaintiff alleges that employees are not provided with accurate itemized wage statements.

3           This claim is derivative of Plaintiff's unpaid wages, meal period, and rest period claims. In  
4           addition, Plaintiff contends that the accounting of the total hours worked is incorrect when  
5           employees take time off or there are holidays. Plaintiff asserts that Defendant improperly  
6           includes these hours in the hours worked accounting.

7       28. Defendant disputes this claim. Defendant claims that it properly totaled the hours worked  
8           on wage statements. As such, Defendant contends its wage statements were lawful. Further,  
9           Defendant also asserts that any violation of California Labor Code § 226 was not "knowing  
10          and intentional." *See* Cal. Lab. Code § 226(e); *Amaral v. Cintas Corp. No. 2* (2008) 163  
11          Cal.App.4th 1157, 1195; *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th  
12          1056, 1065. Defendant maintains that it reasonably and in good faith believes that it was  
13          providing a complete and accurate wage statement in compliance with California law.  
14          Defendant further contends that employees cannot show that they have suffered an injury  
15          because of any potential violation of California Labor Code § 226. Defendant contends that  
16          employees knew to talk to their supervisor if they had any questions or concerns with their  
17          wage statements. As such, disputes exist as to whether Defendant's wage statements  
18          violated California Labor Code § 226(a), whether any such violation was knowing and  
19          intentional, and whether employees suffered an injury. Defendant also relies 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       29. The statute of limitations for Plaintiff's wage statement claim is one year. If Plaintiff were  
25          to prevail on this claim, the potential damages would be \$1,104,000 [(276 pay periods with  
26          an initial violation x \$50 = \$13,800) + (9,364 pay periods with a subsequent violation x  
27          \$100 = \$936,400)].

1 30. Plaintiff also contends that Defendant failed to pay employees their final wages within the  
2 timeframes outlined by California law. This claim is derivative of Plaintiff's unpaid wages  
3 and meal period and rest period claims. Should Plaintiff's unpaid wages and meal period  
4 and rest period claims fail, these claims would also fail. In addition, Defendant contends  
5 that even if Plaintiff were successful in her unpaid wages and meal period and rest period  
6 claims, she would have to prove Defendant "willfully" failed to pay employees the  
7 appropriate wages due upon separation of employment. "A willful failure to pay wages  
8 within the meaning of Labor Code Section 203 occurs when an employer intentionally fails  
9 to pay wages to an employee when those wages are due. However, a good faith dispute that  
10 any wages are due will preclude imposition of waiting time penalties under Section 203."  
11 Cal. Code Regs. Tit. 8 § 13520. "A 'good faith dispute' that any wages are due occurs  
12 when an employer presents a defense, based in law or fact, which would preclude any  
13 recovery on the part of the employee. The fact that a defense is ultimately unsuccessful  
14 will not preclude a finding that a good faith dispute did exist." *Id.* Defendant contends that  
15 any failure to pay wages due at the separation of employment was not willful. Defendant  
16 argues that it would not be liable for waiting time penalties because a "good faith dispute"  
17 exists over the payment of those wages. *See* Cal. Code Regs. Tit. 8 § 13520; *Amaral v.*  
18 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201.

19 31. Plaintiff calculates the potential maximum exposure under her waiting time penalties cause  
20 of action as \$1,669,363 (344 employees x 8 hours per day x 30 days x \$20.22 =  
21 \$1,669,363.20).

22 32. Plaintiff also seeks PAGA penalties for the claims outlined above. PAGA allows the  
23 private enforcement of certain California Labor Code sections relating to wage and hour  
24 violations. Because Plaintiff's PAGA claims are based on the same alleged unlawful  
25 conduct as her class claims, Plaintiff's PAGA claims are subject to the same risks on the  
26 merits as Plaintiff's class claims.

27 33. In addition, Defendant maintains that Plaintiff's PAGA claims face manageability  
28

1 concerns consistent with the class certification challenges. Specifically, Defendant has due  
2 process rights which would not permit Plaintiff to attempt to generalize violations from  
3 disparate anecdotal evidence. *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1.

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

16 35. The potential damages under Plaintiff’s PAGA claim is \$4,706,400 (\$100 x 5 PAGA  
17 violations x 9,364 pay periods = \$4,682,000) + (\$100 x 1 PAGA violation for waiting time  
18 penalties x 244 pay periods = \$24,400).

19 36. Defendant contends that Plaintiff would not be allowed to “stack” PAGA penalties. If the  
20 Court were to agree with this and only award one PAGA penalty per pay period,  
21 Defendant’s exposure would be \$936,400 (9,364 pay periods x \$100 = \$936,400).

22 37. Thus, not taking into account any of its defenses or arguments, Plaintiff estimated that if  
23 she were successful in her core claims, Defendant’s total exposure would be approximately  
24 \$7,219,202 [\$4,761,890 (meal and rest periods) + \$1,190,472 (unpaid wages) + \$162,840  
25 (business reimbursements) + \$1,104,000 (wage statements) = \$7,219,202]. If the fact finder  
26 were to side with Defendant on these claims, Plaintiff and the Class Members would also  
27 not be entitled to any damages for waiting time penalties or PAGA penalties that are  
28

1 derivative of and dependent on Plaintiff prevailing on his unpaid wages and meal and rest  
2 period claims. If Plaintiff is successful in her unpaid wages and meal and rest period claims,  
3 and is able to prove that Defendant's waiting time penalties violations were willful, she  
4 may also be entitled to damages for waiting time penalties in the amount of \$1,669,363.  
5 Plaintiff and the Aggrieved Employees may also be entitled to PAGA penalties in the  
6 amount of \$4,706,400, subject to Court reduction.

7 38. Based upon the risks just discussed, Plaintiff had to discount the potential exposure.  
8 Plaintiff also had to consider that, should the Court agree with her theories and grant  
9 certification as to each of the claims, she may not be awarded the full exposure at trial.  
10 Plaintiff also had to consider that the Court could agree with Defendant's arguments.  
11 Plaintiff also had to consider that if her unpaid wages and meal and rest period claims fail,  
12 the derivative claims for waiting time and PAGA penalties would also fail. All of these  
13 factors led Plaintiff to reduce the realistic potential exposure in order to gain a definite  
14 monetary recovery for the class.

15 39. In light of the risks Plaintiff's claims faced, Plaintiff and her Counsel believe that the  
16 settlement amount of \$943,000 – with an average settlement share amount estimated at  
17 \$1,086.45<sup>1</sup> – is a reasonable and fair settlement amount.

18 40. It should be noted that a settlement is not judged solely against what might have been  
19 recovered, had the plaintiff prevailed at trial, nor does the settlement have to provide 100%  
20 of the damages sought to be fair and reasonable. *Wershba v. Apple Computers, Inc.* (2001)  
21 91 Cal.App.4th 224, 246, 250; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117,  
22 1139. "Compromise is inherent and necessary in the settlement process...even if the relief  
23 afforded by the proposed settlement is substantially narrower than it would be if the suits  
24 were to be successfully litigated, this is no bar to a class settlement because the public  
25 interest may indeed be served by a voluntary settlement in which each side gives ground  
26 in the interest of avoiding litigation." *Wershba, supra*, at 250; *Officers for Justice v. Civil*

27  
28 <sup>1</sup> The Net Settlement Amount is approximately \$523,667. \$523,667 divided by 482 class members = \$1,086.45.

*Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 628 (“It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not...render the settlement inadequate or unfair”); *see also In re Omnivision Technologies, Inc.* (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 95616, \*21 (noting that certainty of recovery in settlement of 6% of maximum potential recovery after reduction for attorneys’ fees was higher than median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from 2002 through 2006).

41. The preliminary approval motion and supporting documents were uploaded to the Labor Workforce Development Agency. Attached hereto as **Exhibit 2** is a confirmation received as a result of this upload.

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

**MARA LAW FIRM, PC**

Date: September 22, 2025

Signed:

David Mara, Esq.  
Attorneys for Plaintiff SUN YOUNG  
JEON, on behalf of herself, all others  
similarly situated, and on behalf of the  
general public

# Exhibit 1

## JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is made between Plaintiff Sun Young Jeon on behalf of herself and the Class (“Plaintiff”) and Defendant Domus Management Company (“Defendant”) (collectively Plaintiff and Defendant are referred to in this Agreement as the “Parties”). This Agreement is intended to settle the suit designated: *Sun Young Jeon on behalf of herself, all others similarly situated, and on behalf of the general public, v. Domus Management Company; and DOES 1-100* (San Joaquin Case No. STK-CV-UOE-2024-0005996) (the “Action”)

### I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

1. **Action:** means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Sun Young Jeon on behalf of herself, all others similarly situated, and on behalf of the general public, v. Domus Management Company; and DOES 1-100* initiated on May 21, 2024 and pending in Superior Court of the State of California, County of San Joaquin.
2. **Administration Costs:** The costs incurred by the Settlement Administrator, ILYM Group, Inc., to administer this Settlement, which shall not exceed \$15,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the actual administration costs are less than the amount allocated in this Agreement, 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 will become part of the Net Settlement Amount for distribution to Participating Class Members.
3. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement:** The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
4. **Aggrieved Employees:** All hourly, non-exempt employees who are or were employed by Defendant at any time from May 3, 2023, to June 28, 2025, within the State of California.
5. **Attorneys Fee Award:** The amount of attorneys’ fees approved of by the Court and awarded to Class Counsel. This amount shall not exceed one-third of the Gross Settlement Amount (\$314,333). The Attorneys Fee Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

6. **Class:** All hourly, non-exempt employees who are or were employed by Defendant at any time from May 21, 2020, to June 28, 2025, within the State of California.
7. **Class Counsel:** David Mara and Jill Vecchi of Mara Law Firm, PC; and Sabrina Sanders of Lawyers for Employee and Consumer Rights, APC.
8. **Class Data:** The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) and the total number of weeks during which the Class Member performed work during the Class Period. The Class Data shall be based on Defendant's payroll, personnel, and other business records.
9. **Class Member:** Each person who is a member of the Class, as defined in Paragraph 6 above.
10. **Class Notice:** The Notice of Class Action Settlement, without material variation and substantially similar to the form attached hereto as **Exhibit A** and incorporated by reference into this Agreement, subject to Court approval.
11. **Class Period:** May 21, 2020, to June 28, 2025.
12. **Class Representative:** Sun Young Jeon.
13. **Class Representative Enhancement Payment:** The amount the Court awards to the Class Representative, Sun Young Jeon, which will not exceed \$10,000. This payment shall be paid from the Gross Settlement Amount and is being offered in consideration for Plaintiff executing a general release of claims against Defendant, a release that is broader than any Participating Class Member will provide in consideration for a settlement share. This payment is also offered in consideration for the Plaintiff's actions in conferring a benefit upon the State of California and the Class, and the time and effort Plaintiff put into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
14. **Cost Award:** The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$30,000. The Cost Award will be paid from the Gross Settlement Amount. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, 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 will become part of the Net Settlement Amount for distribution to Participating Class Members.

15. **Counsel for Defendant:** Lisa V. Ryan, Terry A. Wills, and Daniel F.C. Koziejka of Cook Brown, LLP.
16. **Court:** Superior Court of California for the County of San Joaquin.
17. **Defendant:** Domus Management Company.
18. **Disbursement of the Settlement:** Within ten (10) calendar days after the Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; and (6) the LWDA Payment to the LWDA.
19. **Effective Final Settlement Date:** The effective date of this Settlement will be the later of the time when either: (i) the Judgment of the Court granting final approval of the Settlement is final and no longer subject to appeal, if there are objections, (ii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur, or (iii) the date the Court enters an order on final approval of the Settlement, if there are no objections.
20. **Employer Taxes:** Defendant's portion of payroll taxes as the Class Members' current or former employer (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.
21. **Final Judgment or Final Approval:** The final order entered by the Court approving this Agreement.  
  
**Funding of Settlement:** Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount as described in Paragraph 63.11.1 below.
22. **Gross Settlement Amount or GSA:** The total value of the settlement is a non-reversionary \$943,000. This is the gross amount Defendant will be required to pay under this Settlement Agreement, with the exception of its obligation to pay Employer Taxes, or if the Escalator Provision is triggered and Defendant does not elect to shorten the Class Period and PAGA Period (along with their associated releases) to a date that the total number of workweeks worked is at or under the 33,854 workweek threshold. The Gross Settlement Amount includes without limitation: (1) the Net Settlement Amount to be paid to

Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Aggrieved Employees, as approved by the Court. Defendant's portion of payroll taxes as the Class Members' 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 .

23. **Individual Class Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Class Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Class Settlement Share automatically, without the return of a claim form.
24. **Individual PAGA Settlement Share(s)**: Aggrieved Employees will receive a pro-rated share of the Net PAGA Settlement Amount based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period.
25. **LWDA**: California Labor and Workforce Development Agency ("LWDA"). The LWDA is empowered to enforce the Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, and has delegated such authority to Plaintiff with regard to the claim in this Action through the procedural mechanisms provided for by statute.
26. **LWDA Payment**: Refers to the Seventy-five percent (75%) of the PAGA Payment of \$50,000 that is to be paid to the LWDA as described in this Settlement (*i.e.*, \$37,500).
27. **Net PAGA Settlement Amount or NPSA**: The total amount of money for payout to Aggrieved Employees, which is the PAGA Payment less the LWDA Payment (*i.e.*, \$12,500).
28. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorneys Fee Award, Cost Award, Class Representative Enhancement Payment, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Participating Class Members. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Settlement Shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the portion of the settlement shares allocated as wages.

29. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
30. **PAGA Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; (4) and the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee. The PAGA Data shall be based on Defendant's payroll, personnel, and other business records.
31. **PAGA Payment**: Refers to the \$50,000 the Parties have agreed to settle the PAGA claims. 75% of this amount, or \$37,500, shall be paid to the LWDA. The remaining 25% of the \$50,000, or \$12,500, shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.
32. **PAGA Period**: May 3, 2023, to June 28, 2025.
33. **PAGA Settlement**: Refers to the settlement of claims included in the Released PAGA Claims, for which Aggrieved Employees will receive an Individual PAGA Settlement Share payment.
34. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
35. **Parties**: Plaintiff Sun Young Jeon, as an individual and as Class Representative, and Defendant Domus Management Company.
36. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the Class Settlement.
37. **Released Class Claims**: Refers to the claims being released as described in Paragraph 65 below.
38. **Released PAGA Claims**: Refers to the claims being released as described in Paragraph 66 below.
39. **Released Parties**: Defendant and its past or present owners, officers, directors, shareholders, members, executives, partners, employees, insurers, managers, representatives, agents, predecessors, successors, parents, subsidiaries, joint ventures, and affiliated entities which could be jointly liable with Defendant for the claims alleged.
40. **Response Deadline**: Forty-five (45) calendar days from the initial mailing of the Class Notices.

41. **Settlement Administration:** The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Settlement Administrator will mail the Class Notices by first class U.S. mail to all Class Members at the address resulting from the search of the National Change of Address Database. The Class Notices will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.
42. **Settlement Administrator:** The third party neutral administrator agreed upon by Parties to administer this Settlement is ILYM Group, Inc.

## II. **RECITALS**

43. Plaintiff Sun Young Jeon submitted her Notice of Labor Code Violations to the LWDA on May 3, 2024.
44. On May 21, 2024, Plaintiff Sun Young Jeon filed a class action complaint in the San Joaquin County Superior Court against Defendant asserting 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 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; (8) Failure to Reimburse/Illegal Deductions; and (9) Unfair Competition. This case was designated with Case Number STK-CV-UOE-2024-0005996.
45. On July 3, 2024, Defendant filed an answer to Plaintiff's complaint.
46. On December 6, 2024, Plaintiff filed a First Amended Complaint adding in a cause of action for Defendant's alleged violation of the Private Attorneys General Act of 2004.
47. On January 7, 2025, Defendant filed an answer to Plaintiff's First Amended Complaint.
48. The Parties attended a mediation with Brandon McKelvey on April 24, 2025. The mediation ended with Mr. McKelvey issuing a mediator's proposal that was ultimately accepted by all Parties.
49. Prior to mediation, Defendant produced documents relating to the challenged class-wide policies, along with a sampling of Class Member/Aggrieved Employee time and wage records.

- 50. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the settlement set forth in this Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members, as it provides a definite, present sum of money.
- 51. Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the Released Claims.
- 52. 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, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the actions are not appropriate for class or representative treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement 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 Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.
- 53. Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit. Neither this Settlement Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Class Members, 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, the Plaintiff, Participating Class Members, and Class Counsel will not oppose Defendant's efforts to use this Settlement Agreement to prove that Plaintiff and Participating Class Members have resolved and are forever barred from re-litigating the claims released under this Settlement Agreement.

### **III. SETTLEMENT TERMS AND CONDITIONS**

- 54. 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 Agreement is \$943,000. The Gross Settlement Amount includes, but is not limited to: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court. Defendant's portion of payroll taxes as the Class Members' 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 .

**54.1 Escalator Provision:** At the time of mediation on April 24, 2025, Defendant represented that there are an estimated 29,438, workweeks worked by the Class Members during the Class Period. If the number of actual total workweeks worked by Class Members during the Class Period, as reported to the Settlement Administrator following preliminary approval, exceeds this amount by more than 15% (i.e., if there are 33,854 or more total workweeks), Defendant will either: (1) pay an additional sum necessary to increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 20% increase in workweeks, Defendant would increase the Gross Settlement Amount by only 5%); or (2) elect to shorten the Class Period and PAGA Period (along with their associated releases) to a date that the total number of workweeks worked is at or under the 33,854 , workweek threshold.

- 55. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of 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 this Settlement Agreement.
- 56. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff 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 the 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 this action 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, and Defendant reserves all available defenses to the claims in Plaintiff's First Amended Complaint and Notice of Labor Code Violations to the LWDA.

- 57. **Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Sun Young Jeon shall be appointed as representative for the Class.
- 58. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- 59. **Individual Class Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class Settlement Share from the Net Settlement Amount to each Participating Class Member.

#### **59.1 Calculation.**

##### **59.1.1 Individual Class Settlement Share Calculation.**

Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of 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 work weeks worked by all Class Members during the Class Period; the Settlement Administrator shall then divide the Net Payment by the total number of work weeks resulting in a value for each work week attributable to Class Members ("Work Week Value"); the Settlement Administrator shall then take the number of work weeks worked by each Class Member and multiply it by the Work Week Value.

- 59.2 **Tax Withholdings.** Each Class Member's Individual Settlement Share will be apportioned as follows: 20% wages, 40% penalties, and 40% interest. The amounts paid as 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 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 IRS 1099 forms. Only the employee share of

payroll tax withholdings shall be paid from each Class Member's Individual Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount. Participating Class Members assume full responsibility and liability for any employee taxes owed on their non-wage portions of the Individual Class Settlement Share.

- 60. Individual PAGA Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Settlement Share from the Net PAGA Settlement Amount to each Aggrieved Employee.

**60.1 Calculation.**

**60.1.1. Individual PAGA Settlement Share Calculation.**

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

- 60.2 Tax Withholdings.** Each Aggrieved Employee's Individual PAGA Settlement Share will be apportioned as 100% penalties. The Individual PAGA Settlement Shares shall therefore be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Aggrieved Employees assume full responsibility and liability for any employee taxes owed on their non-wage portions of the Individual PAGA Settlement Share.

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

- 61.1 To the Named Plaintiff:** In addition to her Individual Settlement Shares, and subject to the Court's approval, the named Plaintiff, Sun Young Jeon, will receive up to \$10,000 in consideration for providing Defendant a General Release, a release that is broader than the claims released by Participating Class Members. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to her Class Representative Enhancement Payment. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Payment.
- 61.2 To Class Counsel.** At the Final Approval Hearing, Class Counsel will apply to the Court for an Attorneys Fee Award not to exceed one-third of the GSA (\$314,333) and a Cost Award not to exceed \$30,000. The Settlement Administrator will pay the Court approved amounts for the Attorneys Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorneys Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorneys Fee Award. In the event the Court does not approve the entirety of the application for the Attorneys Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorneys' Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fee Award and Cost Award and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.
- 61.3 To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each Class Member's Individual Settlement Share. Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) will be paid outside of and in addition to the GSA. 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 normal payroll withholding taxes to the appropriate taxing authorities.

**61.4 To the Settlement Administrator.** The Settlement Administrator – ILYM Group, Inc. – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court, not to exceed \$15,000. This 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, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

**61.5 To the LWDA and Aggrieved Employees.** The Settlement Administrator will pay \$37,500 of the PAGA Payment to the LWDA. This is 75% of the \$50,000 allocated to satisfy the PAGA penalties claim. The remaining 25% of the PAGA Payment (which equates to \$12,500) shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees

**61.6 To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members and Aggrieved Employees shall be made from the Gross Settlement Amount.

**62. Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that ILYM Group, Inc. shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to Class Members and Aggrieved Employees; performing skip traces and remailing notices to Class Members and Aggrieved Employees; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's and Aggrieved Employee's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and remailing Individual Settlement Shares to Participating Class Members and Aggrieved Employees; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorneys Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members, Aggrieved Employees, and Plaintiff with a W-2 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. The Parties each represent that they do not have any financial interest in ILYM Group, Inc. or otherwise have a relationship with ILYM Group, Inc. that could create a conflict of interest.

**63. Procedure for Approving Settlement.**

**63.1 Cooperation.**

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

**63.2 Motion for Preliminary Approval and Conditional Certification.**

**63.2.1** Plaintiff 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.

**63.2.2** At the same time that Plaintiff files her Motion for Preliminary Approval, Plaintiff shall send a copy of the Settlement Agreement to the LWDA pursuant to the 2016 amendments to PAGA.

**63.2.3** At the Preliminary Approval hearing, Class Counsel will appear, if required, to support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.

**63.2.4 Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on 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 Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceeding relating to an application for the Attorneys' Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment.

**63.3 Notice to Class Members and Aggrieved Employees.** After the Court enters its Preliminary Approval Order, every Class Member and Aggrieved Employee will be provided with the Class Notice in accordance with the following procedure:

**63.3.1 Delivery of Class and PAGA Data.** Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list the Class and PAGA Data. If any or all of this information 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 will use the National Change of Address Database to obtain updated addresses for Class Members. The Class Data and PAGA Data shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator shall maintain the Class and PAGA Data and all information contained within the Class and PAGA Data as private and confidential.

**63.3.2 Preparation of Class Notices.** Based on the information in the Class and PAGA Data and the formulae set forth herein, the Settlement Administrator shall promptly calculate the estimated Individual Settlement Share and Individual PAGA Settlement Share for every Class Member and

Aggrieved Employee, to be included in the individualized Class Notices to be sent to that Class Member and/or Aggrieved Employee, and shall prepare and mail a spreadsheet setting forth those calculations to Class Counsel and Defense Counsel no fewer than five (5) days before mailing the Class Notices to Class Members and Aggrieved Employees. The Class Notices will inform each Class Member of his/her right to do nothing, dispute the number of work weeks worked, opt out of the Settlement, or object to the Settlement. It will also inform Class Members that if they first request exclusion from the Settlement and then object, the objections will not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection.

**63.3.3 Mailing of Class Notices.** Within ten (10) calendar days after receipt of the Class and PAGA Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice in English with a Spanish translation in the form to all identified Class Members and Aggrieved Employees using the mailing address information provided by Defendant and the results of the search of the National Change of Address Database on all Class Members and Aggrieved Employees.

**63.3.4 Returned Notices.** If a Class Notice is returned because of an incorrect address, within five (5) calendar days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service 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 for whom new addresses are found.

**63.3.5 Weekly Status Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

**63.3.6 Settlement Administrator's Declaration.** No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

**63.4 Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator, postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

**63.4.1 Format.** Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

**63.4.2 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. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

**63.5 Request for Exclusion from the Settlement ("Opt-Out").** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

**63.5.1 Effect of "Opt-Out."** Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share or any benefit of this Settlement. If the Class Member is also an Aggrieved Employee as defined in this Agreement, however, he or she will still receive an Individual PAGA Settlement Share payment as approved by the Court. Aggrieved Employees have no right to opt-out of the PAGA Settlement.

**63.5.2 Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Class Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is

approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

**63.5.3 Report.** No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

**63.5.4 Defendant's Right to Withdraw.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**63.6 Class Member and Aggrieved Employee Disputes.** If a Class Member or Aggrieved Employee who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member or Aggrieved Employee may notify the Settlement Administrator by mail or telephone no later than the Response Deadline 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 Aggrieved Employee contends he or she worked for Defendant during the Class or PAGA

Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or Aggrieved Employee to Defendant. Defendant shall review its records, the documentation provided by the Class Member or Aggrieved Employee, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendant shall respond within seven (7) business days of the Settlement Administrator reaching out to Defendant. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or Aggrieved Employee and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

**63.7 No Solicitation of Objection 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 the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

**63.8 Motion for Final Approval.**

**63.8.1** Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the settlement and the following payments in accord with the terms of the Settlement: (1) the Attorneys Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Class and PAGA Claims of the Participating Class Members and LWDA.

**63.8.2 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. If that occurs, 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 this occur, the Parties agree they shall be equally responsible for the

Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, Attorneys Fee Award, Cost Award, and Administration Costs award will not constitute a material modification to the Settlement within the meaning of this paragraph.

**63.8.3 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 action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing Settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

**63.9 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 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.

**63.10 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 the Settlement Agreement, and that 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, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

**63.11 Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement

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

**63.11.1 Funding the Settlement:** Defendant shall fully fund the Gross Settlement Amount to the Settlement Administrator three months after the Effective Final Settlement Date.

**63.11.2 Disbursement:** Within ten (10) calendar days after the Defendant provides the GSA to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendant's portion of payroll taxes as the Class Members' current or former employer.

**63.11.3 Qualified Settlement Fund or 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.

**63.12 Settlement Administrator's Final Report.** Within ten (10) days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. Class Counsel shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

**63.13 Uncashed Checks.** Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

**63.13.1 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 indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

**63.13.2** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed shall be tendered to the State of California's Unpaid Wage Fund, in the name of the Class Member. In such event, the class member who did not cash his or her check shall nevertheless remain bound by the Settlement.

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

**64. Release of Class Claims.** As of the Effective Final Settlement Date, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative First Amended Complaint, including claims for (1) Failure to Pay Straight Time Wages; (2) Failure to Pay 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 Wage Statements; (7) Failure to Pay Final Wages at Termination; (8) Failure to Reimburse/Illegal Deductions; and (9) Unfair Competition, based on the afore-referenced claims (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. These released claims shall also include any and all claims for compensation of any type whatsoever, that could have been based on the facts alleged in the operative First Amended Complaint in the Action including but not limited to claims for salary, wages (including, but not limited to, overtime and minimum wage), prevailing wages, bonuses, travel time, commissions, incentive compensation, meal break premiums, rest break premiums, vacation pay, sick pay, inaccurate wage statements, expense reimbursements, or related penalties. This release does not pertain to any right which is not otherwise waivable pursuant to statute or law.

- 65. Release of PAGA Claims.** As of the Effective Final Settlement Date, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties available under PAGA based on the facts alleged in the operative First Amended Complaint and Plaintiff’s PAGA Notice (the “Released PAGA Claims”) and under every claim made therein under the California Labor Code and Industrial Welfare Commission Wage Orders. The operative release period for the Released PAGA Claims is the PAGA Period.
- 66. Plaintiff’s Release of Claims and General Release.** As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payment to the named Plaintiff in an amount of \$10,000, Plaintiff shall give the following general release of claims for herself and her respective former and present spouses, representatives, attorneys, agents, administrators, heirs, successors and assigns, and forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, including (a) any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant arising out of or relating to Plaintiff’s employment by Defendant or termination thereof, including but not limited to claims for wages, sick pay, vacation pay, restitution, penalties, meal period premiums, rest period premiums, business expense reimbursements, unfair competition, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or

causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the operative First Amended Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff represents that she does not currently have pending any Complaint or action—other than this Action against Defendant, or with any state, federal or local agency, court or arbitrator/arbitration service based on any matters arising out of her employment with Defendant or the separation thereof and will not do so at any time. To the extent that any other such complaints or actions have been filed, other than this action and worker's compensation matter(s), Plaintiff will dismiss them immediately with prejudice. These released claims also include, but are not limited to, claims arising under federal, state, and local statutory or common law, such as: the Employee Retirement and Income Security Act; Title VII of the Civil Rights Act of 1964; the California Fair Employment and Housing Act; the Age Discrimination in Employment Act (29 USC section 621, et seq.); the Americans with Disabilities Act; the Federal Family and Medical Leave Act; the Genetic Information Nondiscrimination Act of 2008; the Ralph Act; the Bane Act; the California Constitution; the California Labor Code; the California Civil Code; the California Government Code; the Industrial Welfare Commission Wage Orders, and any and all common law, contract or tort claims, such as, but limited to claims for wrongful termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy, fraud defamation, libel, invasion of privacy, and intentional or negligent infliction of emotional distress, including any claims based upon race, sex, sexual orientation, gender, national origin, ancestry, religion, creed, age, physical disability, mental disability, medical condition, marital status, off duty marijuana use, any intersection of protected activities, or any other category protected by law. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**

**HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

This release excludes any release of any claims not permitted to be released by law.

Also, in consideration for providing Defendant with this complete, general release, Defendant agrees to provide a neutral reference (dates of employment and last position held) in response to any inquiries by prospective employers of Plaintiff.

**67. Miscellaneous Terms**

**67.1 No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. 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 action. 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 liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

**67.2 Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication,

before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

**67.3 Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator’s obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court’s discharge of the Administrator’s obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

**67.4 No Effect on Employee Benefits.** The Class Representative Enhancement Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members and/or Aggrieved 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 Plaintiff or the Participating Class Members or Aggrieved Employees. The Parties agree that any Class Representative Enhancement Payment and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members and/or Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff’s or Participating Class Members’ and/or Aggrieved 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 Class Representative Enhancement Payment 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.

**67.5 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 its exhibits.

- 67.6 Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action 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 effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- 67.7 Exhibits and Headings.** 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 substantially as written. 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.
- 67.8 Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.
- 67.9 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 counsel for all Parties or their successors-in-interest.
- 67.10 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, as previously defined.

- 67.11 No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that she has 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.
- 67.12 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.
- 67.13 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 Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 67.14 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 Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and Aggrieved 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 Aggrieved Employee, such Class Member assumes all responsibility for the payment of such taxes.
- 67.15 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.
- 67.16 Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions 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 shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity

and enforceability of the remaining provisions shall not be affected thereby.

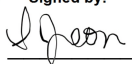
**67.17 Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

**67.18 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.

#### IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

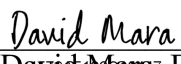
DATED: 7/27/2025

Signed by:  
  
 Sun Young Jeon

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

By: Michael Limb  
 Domus Management Company

DATED: 7/24/2025

DocuSigned by:  
  
 David Mara, Esq.  
 Jill Vecchi, Esq.  
 MARA LAW FIRM, PC  
 Counsel for Plaintiff  
 Sun Young Jeon

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

  
 Esq.  
 LAWYERS FOR EMPLOYEE  
 AND CONSUMER RIGHTS, APC  
 Counsel for Plaintiff  
 Sun Young Jeon

and enforceability of the remaining provisions shall not be affected thereby.

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#### IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

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

\_\_\_\_\_  
Sun Young Jeon

DATED: 8/7/2025

  
\_\_\_\_\_  
By: Michael Limb  
Domus Management Company

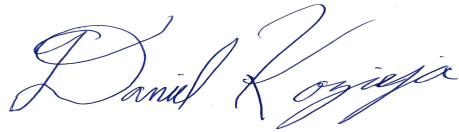
DATED: \_\_\_\_\_

\_\_\_\_\_  
David Mara, Esq.  
Jill Vecchi, Esq.  
MARA LAW FIRM, PC  
Counsel for Plaintiff  
Sun Young Jeon

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

\_\_\_\_\_  
Sabrina Sanders, Esq.  
LAWYERS FOR EMPLOYEE  
AND CONSUMER RIGHTS, APC  
Counsel for Plaintiff  
Sun Young Jeon

DATED: 08/18/2025

A handwritten signature in blue ink, reading "Daniel Kozieja". The signature is fluid and cursive, with the first name "Daniel" and last name "Kozieja" clearly distinguishable.

---

Lisa V. Ryan, Esq.  
Terry A. Wills, Esq.  
Daniel F.C. Kozieja  
COOK BROWN, LLP  
Counsel for Defendant  
Domus Management Company

# Exhibit *A*

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN JOAQUIN

*Sun Young Jeon, on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiff,  
v. Domus Management Company, Defendant  
Case No. STK-CV-UOE-2024-0005996 (“Complaint” or “Action”)*

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected by whether you act or don’t act.*

**TO: All hourly, non-exempt employees who are or were employed by Defendant Domus Management Company (hereinafter “Defendant” or “Domus”) at any time from May 21, 2020, to June 28, 2025, within the State of California.**

The California Superior Court, County of San Joaquin has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All hourly, non-exempt employees who are or were employed by Defendant at any time from May 21, 2020, to June 28, 2025, within the State of California.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

The proposed Settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Settlement Shares, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Settlement Shares and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Settlement Share is estimated to be \$INSERT (less withholding) and your Individual PAGA Settlement Share is estimated to be \$INSERT**. 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 Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work any pay periods during the PAGA Period.

The above estimates are based on Defendant’s records showing that **you worked INSERT workweeks** during the Class Period (the Class Period is May 21, 2020, to June 28, 2025) and **you worked INSERT pay periods** during the PAGA Period (the PAGA Period is May 3, 2023, to June 28, 2025). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

## WHAT INFORMATION IS IN THIS NOTICE

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### **1. *Why Have I Received This Notice?***

Defendant's records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from May 21, 2020, to June 28, 2025 (this time period is referred to as the "Class Period"). If you worked for Defendant in California at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on **DATE**, 2025, at **TIME**, in the California Superior Court, County of San Joaquin. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

### **2. *What Is This Case About?***

On May 21, 2024, Plaintiff Sun Young Jeon filed a class action complaint in the San Joaquin County Superior Court against Defendant asserting 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 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; (8) Failure to Reimburse/Illegal Deductions; and (9) Unfair Competition. This case was designated with Case Number STK-CV-UOE-2024-0005996.

Plaintiff Sun Young Jeon submitted her Notice of Labor Code Violations to the LWDA on May 3, 2024. On December 6, 2024, Plaintiff filed a First Amended Complaint adding in a cause of action for Defendant's alleged violation of the Private Attorneys General Act of 2004.

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

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

### **3. Am I A Class Member? Am I An Aggrieved Employee?**

You are a Class Member if you were employed as an hourly, non-exempt employee by Defendant at any time from May 21, 2020, to June 28, 2025, within the State of California.

You are also an Aggrieved Employee under the settlement if you were employed as an hourly, non-exempt employee by Defendant at any time from May 3, 2023, to June 28, 2025, within the State of California.

### **4. How Does This Class Action Settlement Work?**

Plaintiff brought these actions on behalf of herself and all other similarly situated individuals who worked for Defendant as non-exempt, hourly employees in California at any time during the Class Period. Plaintiff and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On **date of ruling on preliminary approval**, the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on **the date of final approval hearing** at **time**, in Department 9A before Judge Esmeralda Zendejas, located at 180 E Weber Avenue, Stockton, California 95202. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

### **5. Who Are the Attorneys Representing the Parties?**

| <b>Attorneys for Plaintiff and the Class (“Class Counsel”)</b>                                                                                                                                                                                                                                                                                                                                                                    | <b>Attorneys for Domus Management Company</b>                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>MARA LAW FIRM, PC</b><br/>David Mara<br/>dmara@maralawfirm.com<br/>Jill Vecchi<br/>jvecchi@maralawfirm.com<br/>2650 Camino Del Rio North, Suite 302<br/>San Diego, California 92108<br/>Telephone: (619) 234-2833</p> <p><b>LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS</b><br/>Sabrina Sanders<br/>ssanders@lfecr.com<br/>3500 West Olive Avenue, Third Floor<br/>Burbank, California 91505<br/>Telephone: (323) 486-5101</p> | <p><b>COOK BROWN, LLP</b><br/>Lisa V. Ryan<br/>Terry A. Wills<br/>Daniel F.C. Kozieja<br/>2407 J Street, Second Floor<br/>Sacramento, California 95816</p> |

The Court has decided that Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

## **6. What Are My Options?**

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

**Important Note:** *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

## **7. How Do I Opt Out Or Exclude Myself From This Settlement?**

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at **ADDRESS**; (d) be signed by you or your lawful representative; and (e) be postmarked no later than **the Response Deadline**.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

## **8. How Do I Object To The Settlement?**

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than **the Response Deadline**. The objection must: (a) state your full name, address, and telephone number; (b) include the words “Notice of Objection” or “Formal Objection;” (c) describe,

in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel. If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

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

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendant and the Released Parties<sup>1</sup> from the Released Class Claims:

As of the Effective Final Settlement Date, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative First Amended Complaint, including claims for (1) Failure to Pay Straight Time Wages; (2) Failure to Pay 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 Wage Statements; (7) Failure to Pay Final Wages at Termination; (8) Failure to Reimburse/Illegal Deductions; and (9) Unfair Competition, based on the afore-referenced claims (the "Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. These released claims shall also include any and all claims for compensation of any type whatsoever, that could have been based on the facts alleged in the operative First Amended Complaint in the Action including but not limited to claims for salary, wages (including, but not limited to, overtime and minimum wage), prevailing wages, bonuses, travel time, commissions, incentive compensation, meal break premiums, rest break premiums, vacation pay, sick pay, inaccurate wage statements, expense reimbursements, or related penalties. This release does not pertain to any right which is not otherwise waivable pursuant to statute or law.

Additionally, Aggrieved Employees will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include:

As of the Effective Final Settlement Date, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties available under PAGA based on the facts alleged in the operative First Amended Complaint and Plaintiff's PAGA Notice (the "Released PAGA Claims") and under every claim

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<sup>1</sup> "Released Parties" mean Defendant and its past or present owners, officers, directors, shareholders, members, executives, partners, employees, insurers, managers, representatives, agents, predecessors, successors, parents, subsidiaries, joint ventures, and affiliated entities which could be jointly liable with Defendant for the claims alleged.

made therein under the California Labor Code and Industrial Welfare Commission Wage Orders. The operative release period for the Released PAGA Claims is the PAGA Period.

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

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$943,000 (“Gross Settlement Amount” or “GSA”).

##### **A. Deductions from the Settlement**

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$10,000, for prosecution of the Action, risks undertaken for the payment of attorneys’ fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$15,000; (3) a payment of \$50,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$314,333 (one-third of the Gross Settlement Amount) for attorneys’ fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to Court approval.

##### **B. How Class Member Settlement Payments are Calculated**

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as “Participating Class Members.” Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of 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 work weeks worked by all Class Members during the Class Period; the Settlement Administrator shall then divide the Net Payment by the total number of work weeks resulting in a value for each work week attributable to Class Members (“Work Week Value”); the Settlement Administrator shall then take the number of work weeks worked by each Class Member and multiply it by the Work Week Value. Therefore, the value of each Class Member’s Individual Settlement Share ties directly to the amount of weeks that he or she worked during the Class Period.

##### **C. How Aggrieved Employee Settlement Payments are Calculated**

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$37,500 (75% of the \$50,000 total PAGA Payment). The remaining \$12,500 is the “Net PAGA Settlement Amount” and will be proportionately distributed amongst all Aggrieved Employees. Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees (“Pay Period Value”); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value. Therefore, the value of each Aggrieved Employee’s Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked during the PAGA Period.

#### D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the period of May 21, 2020, to June 28, 2025.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [REDACTED]. This is based on the PAGA Data which shows you worked [REDACTED] pay periods during the period of May 3, 2023, to June 28, 2025.

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at **TELEPHONE NUMBER** no later than **RESPONSE DEADLINE** or mail documentation to the to the Settlement Administrator at **ADDRESS** that is postmarked no later than **RESPONSE DEADLINE**. You 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 you contend you worked for Defendant during the Class or PAGA Period.

#### E. Tax Treatment of Your Settlement Payments

Twenty percent (20%) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendant separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Eighty percent (80%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

#### F. What Happens If You Don't Cash Your Check?

**Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at **TELEPHONE NUMBER**.** All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the State of California's Unpaid Wage Fund in the name of the Class Member.

**11. *How Will the Attorneys for the Class and the Class Representatives Be Paid?***

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$314,333) for attorney fees and \$30,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

**12. *What do I do if I Need More Information or Have Questions?***

This notice summarizes the proposed settlement. You can receive a copy of the settlement agreement by contacting Class Counsel at (619) 234-2833, by accessing the Court docket in this case through the Court's website at <https://www.sjcourts.org/case-management-search/>, or by visiting the office of the Court at 180 E Weber Avenue, Stockton, California 95202 between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the *Jeon v. Domus Management Company* Class Action Settlement when calling the Settlement Administrator or Class Counsel.

To view the case documents on the Court's website, access the website <https://www.sjcourts.org/case-management-search/>. Once at this website, click on the "Case Search by Case Number" link. At the bottom of the page, click on the link "Log In" button. Then, click on "Cases" and select "Civil Case." On the next page, type the case number "CV-2024-0005996" into the search box. Then click on the button for "Retrieve." This will take you to the case information.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**

# Exhibit 2