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Attorneys for Plaintiff REBECCA RIVERA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

REBECCA RIVERA, an individual, on behalf  
of herself, and on behalf of all persons similarly  
situated,

Plaintiff,

vs.

EUREKA CENTER EMPLOYEES, LLC, a  
Delaware limited liability company; EUREKA  
REALTY PARTNERS, INC., a California  
corporation; CRAIG REALTY GROUP –  
CABAZON, LLC, a California limited liability  
company; CRAIG REALTY GROUP –  
TULARE, LLC, a California limited liability  
company; CRAIG REALTY GROUP –  
CABAZON PHASE II, LLC, a California  
limited liability company; CRAIG REALTY  
GROUP CITADEL, LLC, a Delaware limited  
liability company; CRAIG REALTY GROUP-  
SAN CLEMENTE, LLC, a California limited  
liability company; and DOES 1-50, Inclusive,

Defendants.

Case No. CIVSB2308152

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT**

Date: January 27, 2025

Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz

Dept.: S-17

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

APR 25 2025

BY Jessica Garcez  
JESSICA GARCEZ, DEPUTY

1 This matter having come before the Honorable Judge Joseph T. Ortiz of the Superior Court of  
2 the State of California, in and for the County of San Bernadino, at 1:30 p.m. on January 27, 2025, with  
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law  
4 Group, APLC, as counsel for plaintiff REBECCA RIVERA ("Plaintiff"), and Cruser, Mitchell,  
5 Novitz, Sanchez, Gaston & Zimet, LLP appearing for Defendants Eureka Center Employees, LLC,  
6 Eureka Realty Partners, Inc., Craig Realty Group – Cabazon, LLC, and Craig Realty Group Citadel,  
7 LLC (hereinafter "Defendants"). The Court, having carefully considered the briefs, argument of  
8 counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS  
9 Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA  
12 Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct  
13 copy of which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the  
14 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of  
15 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms  
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that  
19 Defendants shall pay is Eight Hundred, Fifty Thousand Dollars and Zero Cents (\$850,000.00). It  
20 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,  
21 and reasonable as to all Class Members when balanced against the probable outcome of further  
22 litigation relating to certification, liability, and damages issues. It further appears that investigation and  
23 research have been conducted such that counsel for the Parties are able to reasonably evaluate their  
24 respective positions. It further appears to the Court that settlement at this time will avoid substantial  
25 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the  
26 further prosecution of the litigation. It further appears that the Settlement has been reached as the result  
27 of intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court  
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
4 reasonable when balanced against the probable outcome of further litigation relating to certification,  
5 liability, and damages issues.

6         5. Plaintiff seeks Class Counsel Award in the amount of up-to one-third of the Gross  
7 Settlement Amount for attorneys' fees, currently estimated at Two Hundred, Eighty-Three Thousand,  
8 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$283,333.33), an award of litigation  
9 expenses incurred not to exceed Twenty-Five Thousand Dollars and Zeo Cents (\$25,000.00), and  
10 proposed Enhancement Award to the Class Representative, Rebecca Rivera, in an amount not to exceed  
11 Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be within the range  
12 of reasonableness, the Court will not approve the Class Counsel Award or Enhancement Award until  
13 the Final Approval Hearing.

14         6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of  
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other  
16 proceeding should this Settlement not become final. For settlement purposes only, the Court  
17 conditionally certifies the following Class:

18                 "all persons who are or previously were employed by Defendants in California and  
19                 classified as non-exempt employees at any time during the period of April 7, 2019, to  
20                 March 15, 2024 (the "Class Period").

21         7. The Court concludes that, for settlement purposes only, the Class meets the requirements  
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
24 common questions of law and fact predominate, and there is a well-defined community of interest  
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the  
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will  
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other  
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in her individual capacity and as the representative of  
2 the Class Members.

3 8. The Court provisionally appoints plaintiff Rebecca Rivera as the representative of the  
4 Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,  
6 APC and Shani Zakay, of the Zakay Law Group, APLC as Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of  
8 Class and Representative Action ("Class Notice") attached to the Agreement as **Exhibit "A"**. The  
9 Court finds that both notices appear to fully and accurately inform the Class Members and Aggrieved  
10 Employees of all material elements of the proposed Settlement, including the right of any Class  
11 Member to be excluded from the Class by submitting a written request for exclusion, and of each Class  
12 Member's right and opportunity to object to the Settlement. The Court further finds that the distribution  
13 of the notices substantially in the manner and form set forth in the Agreement and this Order meets the  
14 requirements of due process, is the most reasonable notice under the circumstances, and shall constitute  
15 due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by  
16 first class mail, pursuant to the terms set forth in the Agreement.

17 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within  
18 ten (10) business days of the later of preliminary approval or court approval of Settlement notice to the  
19 class, Defendant shall provide to the Settlement Administrator the Class Data, including information  
20 regarding Class Members that Defendant will in good faith compile from its records, including the  
21 Class Member's full name, last-known mailing address, Social Security number, and start and end  
22 dates of employment. Within twenty-one (21) calendar days after preliminary approval of the  
23 Settlement, the Settlement Administrator shall mail the Class Notice to all identified, potential Class  
24 Members via first class U.S. Mail and electronic mail using the most current mailing address  
25 information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the  
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the  
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the



1 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion  
2 must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after  
3 the date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more  
4 than fifteen (15) calendar days from the date of re-mailing of the Notices. Any such person who  
5 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual  
6 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right  
7 to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound  
8 by all determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt  
9 out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of  
10 individuals is not permitted and will be deemed invalid.

11 13. Any Class Member who has not opted out may appear at the final approval hearing and  
12 may object or express the Class Member's views regarding the Settlement and may present evidence  
13 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined  
14 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from  
15 the date the Settlement Administrator mails the Class Notice to postmark their written objections to  
16 the Settlement Administrator.

17 14. A Motion for Final Approval and the Motion for Class Counsel Award and Enhancement  
18 Award shall be held before this Court on September 18, 2025 at 1:30 AM/PM in Department S-  
19 17 of the San Bernardino County Superior Court to determine all necessary matters concerning the  
20 Settlement, including: whether the proposed settlement of the Action on the terms and conditions  
21 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the  
22 Court; whether an Order Granting Final Approval should be entered herein; whether the plan of  
23 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class;  
24 and to finally approve the Class Counsel Award, Enhancement Award, and the Administration Costs.  
25 All papers in support of the Motion for Final Approval and the Motion for Class Counsel Award and  
26 Service Award shall be filed with the Court and served on all counsel no later than sixteen (16) court  
27 days before the hearing.

28 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder

1 shall be construed as a concession or admission by Defendant in any way, and shall not be used as  
2 evidence of, or used against Defendant as an admission or indication in any way, including with respect  
3 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth  
4 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the  
5 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor  
6 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as  
7 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not  
8 limited to, evidence of a presumption, concession, indication or admission by Defendant of any  
9 liability, fault, wrongdoing, omission, concession or damage.


10 16. In the event the Settlement does not become effective in accordance with the terms of  
11 the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become  
12 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties  
13 shall revert to their respective positions as of before entering into the Agreement. In such an event, the  
14 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used  
15 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of  
16 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

17 17. Pending final determination of whether the Settlement should be approved, Class  
18 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,  
19 intervening in, instigating or in any way participating in the commencement or prosecution of any  
20 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting  
21 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely  
22 request for exclusion pursuant to the Agreement.

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1           18.     The Court reserves the right to adjourn or continue the date of the final approval hearing  
2 and all dates provided for in the Agreement without further notice to Class Members and retains  
3 jurisdiction to consider all further applications arising out of or connected with the proposed  
4 Settlement.

5  
6 Dated: April 25, 2025

  
JUDGE OF THE SUPERIOR COURT  
**JOSEPH T. ORTIZ**

# **EXHIBIT 1**

**JCL LAW FIRM, APC**

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Sydney Castillo Johnson (State Bar #343881)  
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[nicole@zakaylaw.com](mailto:nicole@zakaylaw.com)

Attorneys for Plaintiff Rebecca Rivera

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

REBECCA RIVERA, an individual, on behalf  
of herself, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

EUREKA CENTER EMPLOYEES, LLC, a  
Delaware limited liability company; EUREKA  
REALTY PARTNERS, INC., a California  
corporation; FRO2MO BARSTOW LLC dba  
OUTLETS AT BARSTOW; CJK  
INVESTMENTS LLC, a Delaware limited  
liability company; CRAIG REALTY GROUP-  
MACARTHUR, LLC, a California limited  
liability company; CRAIG REALTY GROUP  
– CABAZON, LLC, a California limited  
liability company; CRAIG REALTY GROUP  
– CARLSBAD, LLC, a California limited  
liability company; CRAIG REALTY GROUP  
– LAKE ELSINORE, L.P., a California limited  
partnership; CRAIG REALTY GROUP –  
MANTECA, LLC, a California limited liability  
company; CRAIG REALTY GROUP –  
TULARE, LLC, a California limited liability

Case No. CIVSB2308152

[Complaint Filed: April 7, 2023]

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

1 company; CRAIG REALTY GROUP –  
2 CABAZON PHASE II, LLC, a California  
3 limited liability company; CRAIG REALTY  
4 GROUP CITADEL, LLC, a Delaware limited  
5 liability company; CRAIG REALTY GROUP-  
6 CITADEL, L.P., a California limited  
7 partnership; CRAIG REALTY GROUP-LAKE  
8 ELSONORE, LLC, a California limited liability  
9 company; CRAIG REALTY GROUP-SAN  
10 CLEMENTE, LLC, a California limited  
11 liability company; and DOES 1-50, Inclusive,

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Defendants.

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1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff Rebecca Rivera (hereinafter "Plaintiff"), an individual, on  
3 behalf of herself, and on behalf of all persons similarly situated, and in her representative capacity  
4 on behalf of the State of California and the Aggrieved Employees, and Defendants Eureka Center  
5 Employees, LLC, Eureka Realty Partners, Inc., Craig Realty Group – Cabazon, LLC, and Craig  
6 Realty Group Citadel, LLC, (Hereafter, "Defendants"):

7 **I. DEFINITIONS**

- 8 A. "Action" means the putative class action lawsuit designated *Rebecca Rivera v. Eureka*  
9 *Center Employees, LLC, et al.*, San Bernardino County Superior Court, Case  
10 CIVSB2308152, filed April 7, 2023.
- 11 B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of  
12 Class and PAGA Action Claims and Release of Claims.
- 13 C. "Aggrieved Employees" means all persons who are or previously were employed by  
14 Defendants in California and classified as non-exempt employees at any time during  
15 the PAGA Period.
- 16 D. "Aggrieved Employee Payment" means the twenty-five percent (25%) of the PAGA  
17 Payment (\$6,375) that will be distributed to the Aggrieved Employees as described  
18 in this Agreement.
- 19 E. "Class" or the "Class Members" means all persons who are or previously were  
20 employed by Defendants in California and classified as non-exempt employees at any  
21 time during the Class Period.
- 22 F. "Class Counsel" means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and  
23 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 24 G. "Class Counsel Award" means the award of fees and expenses that the Court  
25 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,  
26 the Class Members, and the Aggrieved Employees in the Action, consisting of  
27 attorneys' fees currently not to exceed one-third of the Gross Settlement Amount  
28 currently estimated to be \$283,333.33 out of \$850,000.00, plus costs of up to



\$25,000.00. Attorneys' fees will be divided between Class Counsel in the following percentages, which Class Representative consented to: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.

H. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

I. "Class Period" means the period between April 7, 2019 and March 15, 2024.

J. "Class Representative" means plaintiff Rebecca Rivera.

K. "Court" means the Superior Court for the State of California, County of San Bernardino currently presiding over the Action.

L. "Defendants" means Eureka Center Employees, LLC, Eureka Realty Partners, Inc, Craig Realty Group-Cabazon, LLC, and Craig Realty Group-Citadel, LLC.

M. "Effective Date" means the first date upon which all of the following events have occurred:

1. this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
2. the Court has preliminarily approved the Settlement;
3. notice has been properly given to Class Members, providing them an opportunity to opt out of the Class and Settlement as described in this Agreement;
4. the Court has held a Final Fairness and Approval Hearing and entered the Final Order and Judgment approving the Settlement; and,
5. the later of: (a) the date sixty (60) days after the entry of the Final Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Order

1 and Judgment is filed, the date sixty (60) days after such reconsideration,  
2 appeal or review has been finally concluded. In this regard, it is the intention  
3 of the Parties that the Effective Date of Settlement shall not be a date before  
4 the Court's order approving the Settlement has become completely final, and  
5 there is no timely recourse by any person who seeks to object to or otherwise  
6 contest the Settlement.

7 N. "Funding Date" means the date by which Defendants have paid the entire Gross  
8 Settlement Amount to the Settlement Administrator in accord with the terms of this  
9 Agreement. Defendants will pay the Gross Settlement Amount to the Settlement  
10 Administrator thirty (30) business days after the Effective Date.

11 O. "Gross Settlement Amount" means Eight Hundred Fifty Thousand Dollars and Zero  
12 Cents (\$850,000.00) that Defendants must pay into the QSF in connection with this  
13 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel  
14 Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is  
15 all-in with no reversion and *exclusive* of the employer's share of payroll tax, if any,  
16 triggered by any payment under this Settlement.

17 P. "Individual Settlement Payments" means the amount payable from the Net Settlement  
18 Amount to each Settlement Class Member and excludes any amounts distributed to  
19 Aggrieved Employees pursuant to PAGA.

20 Q. "LWDA" means the Labor and Workforce Development Agency.

21 R. "LWDA Payment" means the seventy-five percent (75%) of the PAGA Payment  
22 (\$19,125) payable to the to the LWDA.

23 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class  
24 Counsel Award, Service Award, PAGA Payment, and Settlement Administration  
25 Costs.

26 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the  
27 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other  
28 than formatting changes to facilitate printing by the Settlement Administrator).

- 1 U. "Operative Complaint" means the First Amended Complaint filed by Plaintiff on  
2 August 15, 2023, in the San Bernardino Superior Court.
- 3 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
4 Labor Code § 2698 *et seq.*
- 5 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period  
6 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved  
7 Employees during the PAGA Period.
- 8 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved  
9 Employee Payment, as defined herein, means the number of pay periods of  
10 employment during the PAGA Period that each Aggrieved Employee worked in  
11 California.
- 12 Y. "PAGA Period" means the period between April 7, 2022 and March 15, 2024.
- 13 Z. "PAGA Payment" means Twenty-Five Thousand, Five Hundred Dollars and Zero  
14 Cents (\$25,500) to be allocated from the Gross Settlement Amount for settlement of  
15 PAGA Claims asserted in the Action.
- 16 AA. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either  
17 Plaintiff or Defendants, individually.
- 18 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided  
19 by the total Workweeks for all Class Members.
- 20 CC. "Plaintiff" means Rebecca Rivera.
- 21 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
22 by the Settlement Administrator to fund the Gross Settlement Amount.
- 23 EE. "Released Class Claims" all claims, contingent or accrued, that were pled or  
24 reasonably could have been pled in the Class Complaint or amended Class Complaint  
25 for the Class Period.
- 26 FF. "Released PAGA Claims" means all contingent or accrued claims to penalties that  
27 were pled or reasonably could have been pled in Plaintiff's PAGA Notice under  
28 California Labor Code Section 2698 *et seq.*, for the PAGA Period.

1 GG. "Released Parties" means Defendants and their current and former parents,  
2 predecessors or successors, holding companies, affiliated companies, entities,  
3 owners, shareholders, members, partners, officers, directors, managers, employees,  
4 insurers and agents.

5 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement  
6 Administrator mails Notice Packets to Class Members and the last date on which  
7 Class Members may submit requests for exclusion or objections to the Settlement.  
8 Neither side shall encourage any Class Member to opt out.

9 II. "Enhancement Award" means an award in the amount of \$10,000 or in an amount  
10 that the Court authorizes to be paid to the Class Representative, in addition to her  
11 Individual Settlement Payment and her Aggrieved Employee Payment, in recognition  
12 of her efforts and risks in assisting with the prosecution of the Action.

13 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

14 KK. "Settlement Administration Costs" shall mean the amount paid to the Settlement  
15 Administrator from the Gross Settlement Amount for administering the Settlement  
16 pursuant to this Agreement currently estimated not to exceed \$10,550.00.

17 LL. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology  
18 Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement  
19 Administrator establishes, designates, and maintains, as a QSF under Internal  
20 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which  
21 the amount of the Gross Settlement Amount is deposited for the purpose of resolving  
22 the claims of Settlement Class Members. The Settlement Administrator shall maintain  
23 the funds until distribution in an account(s) segregated from the assets of Defendants  
24 and any person related to Defendants. *All accrued interest shall be paid and*  
25 *distributed to the Settlement Class Members as part of their respective Individual*  
26 *Settlement Payment.*

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1 MM. "Settlement Class Members" or "Settlement Class" means all Class Members who  
2 have not submitted a timely and valid request for exclusion as provided in this  
3 Agreement.

4 NN. "Workweeks," for purposes of calculating the distribution of the Net Settlement  
5 Amount, means the number of weeks of employment during the Class Period that  
6 each Class Member was employed by Defendants in California.

7 **II. RECITALS**

8 A. On April 7, 2023, Plaintiff filed a Class Action complaint in the San Bernardino  
9 Superior Court, Case No. CIVSB2308152 (the "Action"), alleging claims for:

- 10 1. Unfair Competition in Violation of California Business and Professions Code  
11 §17200 *et seq*;
  - 12 2. Failure to Pay Minimum Wages in Violation of California Labor Code §§  
13 1194, 1197 & 1197.1;
  - 14 3. Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510,  
15 *et seq*;
  - 16 4. Failure to Provide Required Meal Periods in Violation of California Labor  
17 Code §§ 226.7 & 512 and The Applicable IWC Wage Order;
  - 18 5. Failure to Provide Required Rest Periods in Violation of California Labor  
19 Code §§ 226.7 & 512 and The Applicable IWC Wage Order;
  - 20 6. Failure to Provide Accurate Itemized Statements in Violation of California  
21 Labor Code § 226;
  - 22 7. Failure to Provide Wages When Due in Violation of California Labor Code  
23 §§ 201, 202 and 203;
  - 24 8. Failure to Reimburse Employees for Required Expenses in Violation of  
25 California Labor Code § 2802; and
  - 26 9. Failure to Provide Sick Pay and Failure to Provide Paid Sick Leave Balance  
27 in Violation of California Labor Code §§ 246, *et seq*.
- 28

- 1 B. On April 7, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce  
2 Development Agency (LWDA) and served the same on Defendants.
- 3 C. On August 15, 2023, Plaintiff filed a First Amended Complaint (“Operative  
4 Complaint”) to incorporate a 10<sup>th</sup> cause of action and factual allegations for alleged  
5 violations of PAGA.
- 6 D. The Class Representative believes she has claims based on alleged violations of the  
7 California Labor Code, and the Industrial Welfare Commission Wage Orders, and  
8 that class certification is appropriate because the prerequisites for class certification  
9 can be satisfied in the Action, and this action is manageable as a PAGA representative  
10 action.
- 11 E. Defendants deny any liability or wrongdoing of any kind associated with the claims  
12 alleged in the Action, disputes any wages, damages and penalties claimed by the Class  
13 Representative, alleged in the Operative Complaint, and/or alleged in the Class  
14 Representative’s PAGA notice to the LWDA are owed, and further contends that, for  
15 any purpose other than settlement, the Action is not appropriate for class or  
16 representative action treatment. Defendants contend, among other things, that at all  
17 times they complied with the California Labor Code and the Industrial Welfare  
18 Commission Wage Orders.
- 19 F. The Class Representative is represented by Class Counsel. Class Counsel investigated  
20 the facts relevant to the Action, including conducting an independent investigation as  
21 to the allegations, reviewing documents and information exchanged through informal  
22 discovery, and reviewing documents and information provided by Defendants  
23 pursuant to informal requests for information to prepare for mediation. Defendants  
24 produced for the purpose of settlement negotiations certain employment data  
25 concerning the Class, which Class Counsel reviewed and analyzed with the assistance  
26 of an expert. Based on their own independent investigation and evaluation, Class  
27 Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and  
28 adequate, and is in the best interest of the Class considering all known facts and

1 circumstances, including the risks of significant delay, defenses asserted by  
2 Defendants, uncertainties regarding class certification, and numerous potential  
3 appellate issues. Although it denies any liability, Defendants agree to this Settlement  
4 solely to avoid the inconveniences and cost of further litigation. The Parties and their  
5 counsel have agreed to settle the claims on the terms set forth in this Agreement.

6 G. On August 22, 2024, the Parties participated in mediation presided over by Lynn  
7 Frank, Esq., an experienced mediator of wage and hour class and PAGA actions. The  
8 mediation concluded without a settlement, but Mediator Frank made a mediator's  
9 proposal, which was accepted by both Parties. Mediator Frank's settlement proposal  
10 was memorialized in the form of a Memorandum of Understanding ("MOU").

11 H. This Agreement replaces and supersedes the Memorandum of Understanding and any  
12 other agreements, understandings, or representations between the Parties. This  
13 Agreement represents a compromise and settlement of highly disputed claims.  
14 Nothing in this Agreement is intended or will be construed as an admission by  
15 Defendants that the claims in the Action of Plaintiff or the Class Members have merit  
16 or that Defendants bear any liability to Plaintiff or the Class on those claims or any  
17 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action  
18 have merit.

19 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The  
20 Settlement was arrived at through arm's-length negotiations, considering all relevant  
21 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to  
22 continuing the Action through trial and any appeal. Accordingly, the Parties desire to  
23 settle, compromise and discharge all disputes and claims arising from or relating to  
24 the Action fully, finally, and forever.

25 J. The Parties agree to certification of the Class for purposes of this Settlement only. If  
26 for any reason the settlement does not become effective, Defendants reserve the right  
27 to contest certification of any class for any reason and reserve all available defenses  
28 to the claims in the Action. The Settlement, this Agreement, and the Parties'



1 willingness to settle the Action will have no bearing on and will not be admissible in  
2 connection with any litigation.

3 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

4 **III. TERMS OF AGREEMENT**

5 A. Settlement Consideration and Settlement Payments by Defendants.

6 1. Settlement Consideration. In full and complete settlement of the Action, and  
7 in exchange for the releases set forth below, Defendants will pay the sum of  
8 the Individual Settlement Payments, the Service Award, the Class Counsel  
9 Award, PAGA Payment, and the Settlement Administration Costs, as  
10 specified in this Agreement, equal to the Gross Settlement Amount of Eight  
11 Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00). The Parties  
12 agree that this is a non-reversionary Settlement and that no portion of the  
13 Gross Settlement Amount shall revert to Defendants. Other than the  
14 Defendants' share of employer payroll taxes and as provided in Section III.A.4  
15 below, Defendants shall not be required to pay more than the Gross Settlement  
16 Amount.

17 2. Class Size. At the time of mediation, Defendants estimated that there are  
18 approximately 640 Class Members who worked approximately 44,000  
19 Workweeks during the Class Period. The Parties acknowledge and agree that  
20 this data (and other information provided by Defendants for purposes of  
21 mediation) was relied on to extrapolate and reach an arms-length negotiation  
22 of Plaintiff's claims in the Action through the Class Period. Should the number  
23 of workweeks increase by more than 10% of what was represented at the  
24 mediation during the Class Period, the Gross Settlement Amount will be  
25 increased on a pro-rata basis for any workweek or pay period added above the  
26 10% increase. For example, if the number is 11% or higher, the Settlement  
27 Amount will be increased by 1%. Defendants will provide a declaration under  
28 penalty of perjury confirming the number of applicable Class Members and

workweeks they worked during the applicable Class Period one week prior to Plaintiff's deadline to file her motion for preliminary approval of the settlement.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members.

4. Defendants' Share of Payroll Taxes. Defendants' share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

D. Conditions Precedent: This Settlement will become final and effective only upon the Effective Date and funding in full of the Gross Settlement Amount by Defendants.

E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, it fails to become effective, or is reversed, withdrawn, or modified by the Court, or the Court in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

F. In the event that Defendants fail to fund the Gross Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

G. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be

1 responsible for the payment of any taxes and penalties assessed on the Individual  
2 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved  
3 Employee Payment described and will be solely responsible for any penalties or other  
4 obligations resulting from their personal tax reporting of Individual Settlement  
5 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee  
6 Payment.

7 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
8 the "acknowledging party" and each Party to this Agreement other than the  
9 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
10 of this Agreement, and no written communication or disclosure between or among the  
11 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
12 such communication or disclosure constitute or be construed or be relied upon as, tax  
13 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
14 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
15 her or its own, independent legal and tax counsel for advice (including tax advice) in  
16 connection with this Agreement, (b) has not entered into this Agreement based upon  
17 the recommendation of any other Party or any attorney or advisor to any other Party,  
18 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
19 or adviser to any other party to avoid any tax penalty that may be imposed on the  
20 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
21 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
22 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
23 the acknowledging party of the tax treatment or tax structure of any transaction,  
24 including any transaction contemplated by this Agreement.

25 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for  
26 preliminary approval within a reasonable time of execution of this Agreement, or  
27 within the statutory timeframe as determined by the Court's setting of the preliminary  
28 approval hearing, which shall include this Settlement Agreement. Plaintiff will provide

1 Defendants with a draft of the Preliminary Approval Motion at least 3 business days  
2 prior to the filing of the Preliminary Approval Motion to give Defendants an  
3 opportunity to propose changes or additions to the Preliminary Approval Motion.

4 K. Settlement Administrator. The Settlement Administrator shall be responsible for:  
5 establishing and administering the QSF; calculating, processing and mailing payments  
6 to the Class Representative, Class Counsel, LWDA and Class Members; printing and  
7 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
8 and reporting the objections and requests for exclusion; calculating, deducting and  
9 remitting all legally required taxes from Individual Settlement Payments and  
10 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest  
11 Portion of the Individual Settlement Payments and/or Aggrieved Employees'  
12 individual shares of the Aggrieved Employee Payment; processing and mailing tax  
13 payments to the appropriate state and federal taxing authorities; providing  
14 declaration(s) as necessary in support of preliminary and/or final approval of this  
15 Settlement; and other tasks as the Parties mutually agree or the Court orders the  
16 Settlement Administrator to perform. The Settlement Administrator shall keep the  
17 Parties timely apprised of the performance of all Settlement Administrator  
18 responsibilities by, among other things, sending a weekly status report to the Parties'  
19 counsel stating the date of the mailing, the number of opt outs from the Settlement it  
20 receives (including the numbers of valid and deficient), and number of objections  
21 received.

22 L. Notice Procedure.

23 1. Class Data. No later than ten (10) days after the Preliminary Approval Date,  
24 Defendants shall provide the Settlement Administrator with the Class Data for  
25 purposes of preparing and mailing Notice Packets to the Class Members.

26 2. Notice Packets.

27 a) The Notice Packet shall contain the Notice of Class Action Settlement  
28 in a form substantially similar to the form attached as **Exhibit A**,

1 including Spanish translation. The Notice of Class Action Settlement  
2 shall inform Class Members and Aggrieved Employees that they need  
3 not do anything in order to receive an Individual Settlement Payment  
4 and/or Aggrieved Employees' individual shares of the Aggrieved  
5 Employee Payment and to keep the Settlement Administrator apprised  
6 of their current mailing address, to which the Individual Settlement  
7 Payments and/or Aggrieved Employees' individual shares of the  
8 Aggrieved Employee Payment will be mailed following the Funding  
9 Date. The Notice of Class Action Settlement shall set forth the release  
10 to be given by all members of the Class who do not request to be  
11 excluded from the Settlement Class and/or Aggrieved Employees in  
12 exchange for an Individual Settlement Payment and/or Aggrieved  
13 Employees' individual shares of the Aggrieved Employee Payment,  
14 the number of Workweeks worked by each Class Member during the  
15 Class Period, and number of PAGA Periods worked by each  
16 Aggrieved Employee during the PAGA Period, if any, and the  
17 estimated amount of their Individual Settlement Payment if they do  
18 not request to be excluded from the Settlement and each Aggrieved  
19 Employees' share of the Aggrieved Employee Payment, if any. The  
20 Settlement Administrator shall use the Class Data to determine Class  
21 Members' Workweeks and PAGA Pay Periods. The Notice will also  
22 advise the Aggrieved Employees that they will release the Released  
23 PAGA Claims and will receive their share of the Aggrieved Employee  
24 Payment regardless of whether they request to be excluded from the  
25 Settlement.

- 26 b) The Notice Packet's mailing envelope shall include the following  
27 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
28 ENTITLED TO PARTICIPATE IN A CLASS ACTION

1 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR  
2 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED  
3 NOTICE.”

4 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the  
5 Settlement Administrator will perform a search based on the National Change  
6 of Address Database to update and correct any known or identifiable address  
7 changes. No later than twenty-one (21) calendar days after preliminary  
8 approval of the Settlement, the Settlement Administrator shall mail copies of  
9 the Notice Packet to all Class Members via regular First-Class U.S. Mail and  
10 electronic mail. The Settlement Administrator shall exercise its best judgment  
11 to determine the current mailing address for each Class Member. The address  
12 identified by the Settlement Administrator as the current mailing address shall  
13 be presumed to be the best mailing address for each Class Member.

14 4. Undeliverable Notices. Any Notice Packets returned to the Settlement  
15 Administrator as non-delivered on or before the Response Deadline shall be  
16 re-mailed to any forwarding address provided within seven (7) days of  
17 receiving the returned notice. If no forwarding address is provided, the  
18 Settlement Administrator shall promptly attempt to determine a correct  
19 address by lawful use of skip-tracing, or other search using the name, address  
20 and/or Social Security number of the Class Member involved, and shall then  
21 perform a re-mailing, if another mailing address is identified by the Settlement  
22 Administrator. In addition, if any Notice Packets, which are addressed to Class  
23 Members who are currently employed by Defendant, are returned to the  
24 Settlement Administrator as non-delivered and no forwarding address is  
25 provided, the Settlement Administrator shall notify Defendants. Defendants  
26 will request that the currently employed Class Member provide a corrected  
27 address and transmit to the Settlement Administrator any corrected address  
28 provided by the Class Member. Class Members who received a re-mailed



1 Notice Packet shall have their Response Deadline extended fifteen (15) days  
2 from the original Response Deadline.

3 5. Disputes Regarding Individual Settlement Payments. Class Members will  
4 have the opportunity, should they disagree with Defendants' records regarding  
5 the start and end dates of employment, to provide documentation and/or an  
6 explanation to show contrary dates. If there is a dispute, the Settlement  
7 Administrator will consult with the Parties to determine whether an  
8 adjustment is warranted. The Settlement Administrator shall determine the  
9 eligibility for, and the amounts of, any Individual Settlement Payments under  
10 the terms of this Agreement. The Settlement Administrator's determination  
11 of the eligibility for and amount of any Individual Settlement Payment shall  
12 be binding upon the Class Member and the Parties.

13 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
14 by the Settlement Administrator concerning the administration of the  
15 Settlement will be resolved by the Court under the laws of the State of  
16 California. Before any such involvement of the Court, counsel for the Parties  
17 will confer in good faith to resolve the disputes without the necessity of  
18 involving the Court.

19 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
20 Packet shall state that Class Members who wish to exclude themselves from  
21 the Settlement must submit a written request for exclusion to the Settlement  
22 Administrator by the Response Deadline. The written request for exclusion  
23 must state that the Class Member wishes to exclude himself or herself from  
24 the Settlement and (1) must contain the name, address, and the last four digits  
25 of the Social Security number of the person requesting exclusion; (2) must be  
26 signed by the Class Member; (3) must be postmarked or fax stamped by the  
27 Response Deadline and returned to the Settlement Administrator at the  
28 specified address or fax telephone number; and (4) contain a typewritten or

1 handwritten notice stating in substance that he or she wishes to be excluded  
2 from the settlement of the class action lawsuit entitled *Rebecca Rivera v.*  
3 *Eureka Center Employees, LLC, et al.*, currently pending in Superior Court  
4 of San Bernardino, Case No. CIVSB2308152. The request for exclusion will  
5 not be valid if it is not timely submitted, if it is not signed by the Class  
6 Member, or if it does not contain the name and address and last four digits of  
7 the Social Security number of the Class Member. The date of the postmark on  
8 the mailing envelope or fax stamp on the request for exclusion shall be the  
9 exclusive means used to determine whether the request for exclusion was  
10 timely submitted. Any Class Member who submits a timely request for  
11 exclusion shall be excluded from the Settlement Class, will not be entitled to  
12 an Individual Settlement Payment and will not be otherwise bound by the  
13 terms of the Settlement or have any right to object, appeal or comment  
14 thereon. However, any Class Member that submits a timely request for  
15 exclusion that is also a member of the Aggrieved Employees will still receive  
16 his/her pro rata share of the PAGA Payment, as specified below, and in  
17 consideration, will be bound by the Release by the Aggrieved Employees as  
18 set forth herein. Settlement Class Members who fail to submit a valid and  
19 timely request for exclusion on or before the Response Deadline shall be  
20 bound by all terms of the Settlement and any final judgment entered in this  
21 Action if the Settlement is approved by the Court. No later than twenty-one  
22 (21) calendar days after the Response Deadline, the Settlement Administrator  
23 shall provide counsel for the Parties with a final list of the Class Members  
24 who have timely submitted timely requests for exclusion. At no time shall any  
25 of the Parties or their counsel seek to solicit or otherwise encourage members  
26 of the Class to submit requests for exclusion from the Settlement.

- 27 8. Objections. The Notice of Class Action Settlement contained in the Notice  
28 Packet shall state that Class Members who wish to object to the Settlement

1 may submit to the Settlement Administrator a written statement of objection  
2 (“Notice of Objection”) by the Response Deadline. The postmark date of  
3 mailing shall be deemed the exclusive means for determining that a Notice of  
4 Objection was served timely. The Notice of Objection, if in writing, must be  
5 signed by the Settlement Class Member and state: (1) the case name and  
6 number; (2) the name of the Settlement Class Member; (3) the address of the  
7 Settlement Class Member; (4) the last four digits of the Settlement Class  
8 Member’s Social Security number; (5) the basis for the objection; and (6) if  
9 the Settlement Class Member intends to appear at the Final  
10 Approval/Settlement Fairness Hearing. Settlement Class Members who fail  
11 to make objections in writing in the manner specified above may still make  
12 their objections orally at the Final Approval/Settlement Fairness Hearing with  
13 the Court’s permission. Settlement Class Members will have a right to appear  
14 at the Final Approval/Settlement Fairness Hearing to have their objections  
15 heard by the Court regardless of whether they submitted a written objection.  
16 At no time shall any of the Parties or their counsel seek to solicit or otherwise  
17 encourage Class Members to file or serve written objections to the Settlement  
18 or appeal from the Order and Final Judgment as defined under the Effective  
19 Date. Class Members who submit a written request for exclusion may not  
20 object to the Settlement. Class Members may not object to the PAGA  
21 Payment.

22 M. Allocation of the Gross Settlement Amount.

- 23 1. Calculation of Individual Settlement Payments. Individual Settlement  
24 Payments shall be paid from the Net Settlement Amount and shall be paid  
25 pursuant to the formula set forth herein. Using the Class Data, the Settlement  
26 Administrator shall add up the total number of Workweeks for all Class  
27 Members. The respective Workweeks for each Class Member will be divided  
28 by the total Workweeks for all Class Members, resulting in the Payment Ratio

1 for each Class Member. Each Class Member's Payment Ratio will then be  
2 multiplied by the Net Settlement Amount to calculate each Class Member's  
3 estimated Individual Settlement Payments. Each Individual Settlement  
4 Payment will be reduced by any legally mandated employee tax withholdings  
5 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
6 Members who submit valid and timely requests for exclusion will be  
7 redistributed to Settlement Class Members who do not submit valid and timely  
8 requests for exclusion on a pro rata basis based on their respective Payment  
9 Ratios.

10 2. Calculation of Individual Payments to the Aggrieved Employees. Using the  
11 Class Data, the Settlement Administrator shall add up the total number of  
12 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.  
13 The respective PAGA Pay Periods for each Aggrieved Employees will be  
14 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting  
15 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each  
16 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the  
17 Aggrieved Employee Payment to calculate each Aggrieved Employee's  
18 estimated share of the Aggrieved Employee Payment.

19 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
20 Settlement Payments shall be allocated and treated as 20% wages ("Wage  
21 Portion") and 80% penalties, reimbursement of expenses, and interest  
22 ("Penalties, Interest, and Reimbursement Portion"). The Wage Portion of the  
23 Individual Settlement Payments shall be reported on IRS Form W-2 and the  
24 Penalties, Interest, and Reimbursement Portion of the Individual Settlement  
25 Payments shall be reported on IRS Form 1099 issued by the Settlement  
26 Administrator.

- 1                   4.     Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved  
2                   Employee Settlement Payments shall be allocated and treated as 100%  
3                   penalties and shall be reported on IRS Form 1099.
- 4                   5.     No Credit Toward Benefit Plans. The Individual Settlement Payments and  
5                   individual shares of the PAGA Payment made to Settlement Class Members  
6                   and/or Aggrieved Employees under this Settlement Agreement, as well as any  
7                   other payments made pursuant to this Settlement Agreement, will not be  
8                   utilized to calculate any additional benefits under any benefit plans to which  
9                   any Class Members may be eligible, including, but not limited to profit-  
10                  sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
11                  sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
12                  Parties' intention that this Settlement Agreement will not affect any rights,  
13                  contributions, or amounts to which any Class Members may be entitled under  
14                  any benefit plans.
- 15                 6.     Tax Treatment of Settlement Funds Received and Paid. All monies received by  
16                  Settlement Class Members under the Settlement which are attributable to wages  
17                  shall constitute income to such Settlement Class Members solely in the year in  
18                  which such monies are received by the Settlement Class Members. It is the intent  
19                  of the Parties that Individual Settlement Payments and individual shares of the  
20                  PAGA Payment provided for in this Settlement agreement are the sole payments  
21                  to be made by Defendants to Settlement Class Members and/or Aggrieved  
22                  Employees in connection with this Settlement Agreement, with the exception of  
23                  Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees  
24                  are not entitled to any new or additional compensation or benefits as a result of  
25                  having received the Individual Settlement Payments and/or their shares of the  
26                  Aggrieved Employee Payment.
- 27                 7.     Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
28                  shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'

1 and/or Aggrieved Employees' last known mailing address no later than fifteen  
2 (15) calendar days after the Funding Date.

3 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
4 Employees shall remain valid and negotiable for one hundred and eighty (180)  
5 days from the date of their issuance. If a Settlement Class Member and/or  
6 Aggrieved Employee does not cash his or her settlement check within ninety  
7 (90) days, the Settlement Administrator will send a letter to such persons,  
8 advising that the check will expire after the 180<sup>th</sup> day, and invite that  
9 Settlement Class Member and/or Aggrieved Employee to request reissuance  
10 in the event the check was destroyed, lost, or misplaced. In the event an  
11 Individual Settlement Payment and/or Aggrieved Employees Payment has not  
12 been cashed within one hundred and eighty (180) days, all funds represented  
13 by such uncashed checks, plus any interest accrued thereon, shall be  
14 transmitted to the California State Controller's Office, Unclaimed Property  
15 Fund.

16 9. Service Award. In addition to her Individual Settlement Payment as a  
17 Settlement Class Member and her individual share of the Aggrieved  
18 Employee Payment, Plaintiff will apply to the Court for an award of not more  
19 than \$10,000.00, as the Service Award. Defendants will not oppose a Service  
20 Award of not more than \$10,000.00 for Plaintiff. The Settlement  
21 Administrator shall pay the Service Award, either in the amount stated herein  
22 if approved by the Court or some other amount as approved by the Court, to  
23 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar  
24 days after the Funding Date. Any portion of the requested Service Award that  
25 is not awarded to the Class Representative shall be part of the Net Settlement  
26 Amount and shall be distributed to Settlement Class Members as provided in  
27 this Agreement. The Settlement Administrator shall issue an IRS Form 1099  
28 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and

1 legally responsible to pay any and all applicable taxes on her Service Award  
2 and shall hold harmless the Released Parties from any claim or liability for  
3 taxes, penalties, or interest arising as a result of the Service Award. Approval  
4 of this Settlement shall not be conditioned on Court approval of the requested  
5 amount of the Service Award. If the Court reduces or does not approve the  
6 requested Service Award, Plaintiff shall not have the right to revoke the  
7 Settlement, and it will remain binding.

8 10. Class Counsel Award. Defendants understand, and will not oppose, a motion  
9 for Class Counsel Award not to exceed one-third of the Gross Settlement  
10 Amount currently estimated to be Two Hundred Eighty-Three Thousand,  
11 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$283,333.33)  
12 **and** reimbursable litigation expenses supported by declaration up to and not  
13 to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Any  
14 awarded Class Counsel Award shall be paid from the Gross Settlement  
15 Amount. Any portion of the requested Class Counsel Award that is not  
16 awarded to Class Counsel shall be part of the Net Settlement Amount and shall  
17 be distributed to Settlement Class Members as provided in this Agreement.  
18 The Settlement Administrator shall allocate and pay the Class Counsel Award  
19 from the Gross Settlement Amount no later than fifteen (15) calendar days  
20 after the Funding Date. Class Counsel shall be solely and legally responsible  
21 to pay all applicable taxes on the payments made pursuant to this paragraph.  
22 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class  
23 Counsel for the payments made pursuant to this paragraph. If the Court  
24 reduces or does not approve the requested Class Counsel Award, Plaintiff and  
25 Class Counsel shall not have the right to revoke the Settlement, or to appeal  
26 such order, and the Settlement will remain binding.

27 11. PAGA Payment. Twenty-Five Thousand, Five Hundred Dollars and Zero  
28 Cents (\$25,500.00) shall be allocated from the Gross Settlement Amount for



1 settlement of claims for civil penalties under the Private Attorneys General  
2 Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay  
3 seventy-five percent (75%) of the PAGA Payment (\$19,125) to the California  
4 Labor and Workforce Development Agency no later than fifteen (15) calendar  
5 days after the Effective Date (hereinafter "LWDA Payment"). Twenty-five  
6 percent (25%) of the PAGA Payment (\$6,375) will be distributed to the  
7 Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved  
8 Employee Payment"). For purposes of distributing the PAGA Payment to the  
9 Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata  
10 share of the Aggrieved Employee Payment using the PAGA Payment Ratio  
11 as defined above.

12 12. Settlement Administration Costs. The Settlement Administrator shall be paid  
13 for the costs of administration of the Settlement from the Gross Settlement  
14 Amount. The estimate of the Settlement Administration Costs is \$10,550.00.  
15 The Settlement Administrator shall be paid the Settlement Administration  
16 Costs no later than fifteen (15) calendar days after the Funding Date.

17 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with  
18 the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
19 twenty-eight (28) days following the expiration of the Response Deadline, which  
20 motion shall request final approval of the Settlement and a determination of the  
21 amounts payable for the Service Award, the Class Counsel Award, the PAGA  
22 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants  
23 with a draft of the Final Approval Motion at least three (3) business days prior to the  
24 filing of the Final Approval Motion to give Defendants an opportunity to propose  
25 changes or additions to the Final Approval Motion.

26 1. Declaration by Settlement Administrator. No later than seven (7) days after  
27 the Response Deadline, the Settlement Administrator shall submit a  
28 declaration in support of Plaintiff's motion for final approval of this

1 Settlement detailing the number of Notice Packets mailed and re-mailed to  
2 Class Members, the number of undeliverable Notice Packets, the number of  
3 timely requests for exclusion, the full names of any Class Members who opt  
4 out of the Settlement, the number of objections received, the amount of the  
5 average, lowest, and highest Individual Settlement Payments, the amount of  
6 the average, lowest, and highest Aggrieved Employee Payments, the  
7 Settlement Administration Costs, and any other information as the Parties  
8 mutually agree or the Court orders the Settlement Administrator to provide.

9 2. Final Approval Order and Judgment. Class Counsel shall present an Order  
10 Granting Final Approval of Class Action Settlement to the Court for its  
11 approval, and Judgment thereon, at the time Class Counsel files the Motion  
12 for Final Approval.

13 O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
14 an opportunity for Counsel for Defendants to review the Motions for Preliminary and  
15 Final Approval, including the Order Granting Final Approval of Class Action  
16 Settlement, and Judgment at least three (3) business days in advance of filing with the  
17 Court. The Parties and their counsel will cooperate with each other and use their best  
18 efforts to affect the Court's approval of the Motions for Preliminary and Final  
19 Approval of the Settlement, and entry of Judgment.

20 P. Cooperation. The Parties and their counsel will cooperate with each other and use  
21 their best efforts to implement the Settlement.

22 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
23 except such proceedings necessary to implement and complete the Settlement, pending  
24 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

25 R. Amendment or Modification. This Agreement may be amended or modified only by  
26 a written instrument signed by counsel for all Parties or their successors-in-interest.

27 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
28 Agreement among these Parties, and no oral or written representations, warranties or

1 inducements have been made to any Party concerning this Agreement or its Exhibit  
2 other than the representations, warranties and covenants contained and memorialized  
3 in this Agreement and its Exhibit.

4 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
5 represent they are expressly authorized by the Parties whom they represent to negotiate  
6 this Agreement and to take all appropriate Action required or permitted to be taken by  
7 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
8 documents required to effectuate the terms of this Agreement. The persons signing  
9 this Agreement on behalf of Defendants represent and warrant that he/she is authorized  
10 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that  
11 she is authorized to sign this Agreement and that she has not assigned any claim, or  
12 part of a claim, covered by this Settlement to a third-party. The persons signing this  
13 Agreement on behalf of Plaintiff represent and warrant that he/she is authorized to sign  
14 this Agreement on behalf of Plaintiffs.

15 U. No Public Comment: The Parties and their counsel agree that they will not issue any  
16 press releases, initiate any contact with the press, respond to any press inquiry, or have  
17 any communication with the press about the fact, amount, or terms of the Settlement  
18 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
19 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
20 Class Counsel from including publicly available information regarding this settlement  
21 in future judicial submissions regarding Class Counsel's qualifications and experience.  
22 Further, Class Counsel will not include, reference, or use the Settlement Agreement  
23 for any marketing or promotional purposes, either before or after the Motion for  
24 Preliminary Approval is filed.

25 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
26 to the benefit of, the successors or assigns of the Parties, as previously defined.

27 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
28 shall be governed by and interpreted according to the laws of the State of California.

- 1 X. Counterparts. This Agreement may be executed in one or more counterparts. All  
2 executed counterparts and each of them shall be deemed to be one and the same  
3 instrument provided that counsel for the Parties to this Agreement shall exchange  
4 among themselves copies or originals of the signed counterparts.
- 5 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement  
6 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
7 Settlement after extensive arms-length negotiations, taking into account all relevant  
8 factors, present and potential.
- 9 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
10 respect to the interpretation, implementation, and enforcement of the terms of this  
11 Agreement and all orders and judgments entered in connection therewith, and the  
12 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
13 interpreting, implementing and enforcing the settlement and all orders and judgments  
14 entered in connection with this Agreement.
- 15 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
16 the Court shall first attempt to construe the provisions valid to the fullest extent  
17 possible consistent with applicable precedents so as to define all provisions of this  
18 Agreement valid and enforceable.
- 19 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
20 certification for purposes of this settlement only.

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1 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
2 Released Class Claims and Released PAGA Claims have merit and give rise to liability  
3 on the part of Defendants. Defendants claim that the Released Class Claims and  
4 Released PAGA Claims have no merit and do not give rise to liability. This Agreement  
5 is a compromise of disputed claims. Nothing contained in this Agreement, no  
6 documents referred to, and no action taken to carry out this Agreement may be  
7 construed or used as an admission by or against the Defendants or Plaintiff or Class  
8 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be  
9 specifically set forth herein, each Party shall be responsible for and shall bear its/her  
10 own attorney's fees and costs.

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

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

REBECCA RIVERA

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

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

\_\_\_\_\_

EUREKA CENTER EMPLOYEES, LLC

Printed Name

Title

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

\_\_\_\_\_

EUREKA REALTY PARTNERS, INC.

Printed Name

Title

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

\_\_\_\_\_

EUREKA REALTY PARTNERS, INC.

Printed Name

Title

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

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CRAIG REALTY GROUP-CABAZON, LLC

\_\_\_\_\_  
Printed Name

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Title

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

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CRAIG REALTY GROUP-CITADEL, LLC

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:  
2

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

JCL LAW FIRM, A.P.C.

4

By: \_\_\_\_\_

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Attorneys for Plaintiff and the Settlement Class  
6 Members

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

ZAKAY LAW GROUP, APLC

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By: \_\_\_\_\_

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Attorneys for Plaintiff and the Settlement Class  
13 Members

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

CRUSER, MITCHELL, NOVITZ, SANCHEZ,  
19 GASTON & ZIMET, LLP

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By: \_\_\_\_\_

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Ian McClain-Sewer, Esq.  
22 Attorney for Defendants

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# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Rebecca Rivera v. Eureka Center Employees, LLC, et al., San Bernardino County Superior Court Case  
No. CIVSB2308152)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	To receive a cash payment from the Settlement, you do <b>not</b> have to do anything. <b>Your estimated Individual Settlement Payment is: \$&lt;&lt;__&gt;&gt;. See the explanation below.</b> After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
<b>Exclude Yourself</b>	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement.</b> Instructions are set forth below.
<b>Object</b>	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

**1. Why did I get this Notice?**

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the "Court") has been reached between Plaintiff Rebecca Rivera ("Plaintiff") and Defendants Eureka Center Employees, LLC, Eureka Realty Partners, Inc, Craig Realty Group-Cabazon, LLC, and Craig Realty Group-Citadel, LLC ("Defendants"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All persons who are or previously were employed by Defendants in California and classified as non-exempt employees - at any time between April 7, 2019 and March 15, 2024 ("Class Period").

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

On April 7, 2023, Plaintiff filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted claims against Defendants for: (1) Unfair Competition in Violation of California Business & Professions Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of

California Labor Code §§ 226.7 & 512 and The Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of California Labor Code §§ 226.7 & 512 and The Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of California Labor Code § 226; (7) Failure to Provide Wages When Due in Violation of California Labor Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees For Required Expenses in Violation of California Labor Code § 2802; and (9) Failure to Provide Sick Pay and Failure to Provide Paid Sick Leave Balance in Violation of California Labor Code § 246, *et seq.* (the “Action”). On April 7, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On August 15, 2023, Plaintiff filed an amended complaint adding a cause of action and factual allegations for alleged violations of PAGA (the “Operative Complaint”).

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On August 22, 2024, the Parties participated in a mediation presided over by Lynn Frank, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement, but Mediator Frank made a mediator’s proposal that was accepted by the Parties. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$10,550.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$283,333.33) and actually incurred litigation expenses of not more than \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,00.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for her services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$25,500 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$19,125 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$6,375 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all persons who are or previously were employed by Defendants in California and classified as non-exempt employees at any time during the period between April 7, 2022 and March 15, 2024 ("PAGA Period")

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties, pre-judgment interest, and reimbursement of expenses ("Penalties, Interest, and Reimbursement Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the Penalties, Interest, and Reimbursement Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims based on the facts alleged in the Operative Complaint which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### **5. How much will my payment be?**

Defendant's records reflect that you have << \_\_\_\_ >> Workweeks worked during the Class Period (April 7, 2019, through March 15, 2024).

Based on this information, your estimated Individual Settlement Payment is << \_\_\_\_ >>.

Defendant's records reflect that you have << \_\_\_\_ >> pay periods worked during the PAGA Period (April 7, 2022, through March 15, 2024).

Based on this information, your estimated Aggrieved Employee Payment is << \_\_\_\_ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

#### **6. How can I get a payment?**

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>

#### **7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Rebecca Rivera v. Eureka Center Employees, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2308152. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Rebecca Rivera v. Eureka Center Employees, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2308152. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than \_\_\_\_\_.** The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.



The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel.: (619) 599-8292  
E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 599-8292  
Email : [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for Defendants:**

Jose R. Gonzalez, Esq.  
Ian McClain-Sewer, Esq.  
Cruser, Mitchell, Novitz, Sanchez,  
Gaston & Zimet LLP  
800 Wilshire Boulevard, 15<sup>th</sup> Floor  
Los Angeles, CA 90017  
T: 213-689-8500  
[jgonzalez@cmlawfirm.com](mailto:jgonzalez@cmlawfirm.com)  
[imcclainsewer@cmlawfirm.com](mailto:imcclainsewer@cmlawfirm.com)

**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 00:00 AM/PM on \_\_\_\_\_, at the San Bernardino County Superior Court, Department S17, located at 247 West Third Street San Bernardino, CA 92415 before Judge Joseph Ortiz. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

**10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Rebecca Rivera v. Eureka Center Employees, LLC, et al., San Bernardino County Superior Court, Case No. CIVSB2308152***, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at <https://apexclassaction.com/>

PLEASE **DO NOT** CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall be transmitted to the California State Controller's Office, Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.