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15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN FRANCISCO**

18 LEONARD KEITH JR. ALFONSO, individually, and
19 on behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 SCP PROPERTY MANAGEMENT, LLC, a limited
23 liability company; and DOES 1 through 10, inclusive,

24 Defendants

15
FILED
San Francisco County Superior Court

OCT 07 2026

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

Case No.: CGC-25-624023

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

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

PRELIMINARY APPROVAL HEARING:

Date: October 5, 2026

Time: 9:00 a.m.

Dept. 301

Judge: Hon. Christine Van Aken

Action Filed: April 4, 2025

FAC Filed: June 25, 2025

Trial Date: Not Set

1 **[PROPOSED] PRELIMINARY APPROVAL ORDER**

2 The Court has before it Plaintiff's Motion for Preliminary Approval of Class and
3 Representative Action Settlement. Having reviewed the Motion and Memorandum of Points and
4 Authorities, the supporting Declarations of Kane Moon and Plaintiff Leonard Keith Jr. Alfonso
5 ("Plaintiff"), and GOOD CAUSE appearing, **IT IS HEREBY ORDERED AND DECREED AS**
6 **FOLLOWS:**

7 1. The Court grants preliminary approval of the proposed Settlement and the Class
8 based upon the terms set forth in the Joint Stipulation of Class and Representative Action
9 Settlement Agreement (the "Settlement") attached as Exhibit 1 to the Declaration of Kane Moon
10 in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action
11 Settlement. The Court finds on a preliminary basis that the Settlement appears to be fair, adequate,
12 and reasonable, and therefore, meets the requirements for preliminary approval. The Court also
13 preliminarily finds that the terms of the Settlement appear to be within the range of possible
14 approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

15 2. The Settlement falls within the range of reasonableness of a settlement which could
16 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
17 only to any objections that may be raised at the Final Approval Hearing and final approval by this
18 Court. The Court notes that Defendant SCP Property Management, LLC ("Defendant") (together
19 with Plaintiff, the "Parties") agrees to create a non-reversionary, non-claims-made gross fund of
20 \$200,000.00 (the "Gross Settlement Amount"), subject to any increase under the escalator clause,
21 and separately to pay Defendant's employer-share of payroll taxes owed on the Wage Portions of
22 the Individual Class Payments, to cover: (a) Individual Class Payments to Participating Class
23 Members; (b) a Class Counsel Fees Payment of not more than one-third of the Gross Settlement
24 Amount, currently estimated to be \$66,666.67; (c) a Class Counsel Litigation Costs Payment for
25 reimbursement of actual reasonable litigation costs incurred to prosecute the Action, not to exceed
26 \$25,000.00; (d) an Administration Expenses Payment of \$5,490.00; (e) PAGA Penalties of
27 \$20,000.00 for settlement of the Released PAGA Claims, allocated as 35% (\$7,000.00) to the
28 Aggrieved Employees and 65% (\$13,000.00) to the California Labor and Workforce Development

1 Agency (the “LWDA”); and (f) a Class Representative Enhancement Award to Plaintiff of not
2 more than \$7,500.00.¹

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

13 4. A final approval hearing on the question of whether the proposed Settlement, the
14 Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, the Administration
15 Expenses Payment, the PAGA Penalties, and the Class Representative Enhancement Award should
16 be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set
17 in accordance with the Implementation Schedule set forth below.

18 5. The Court provisionally certifies, for settlement purposes only, the following class
19 (the “Class”): all current and former hourly-paid, nonexempt employees of Defendant who worked
20 for Defendant in California at any time during the Class Period. The “Class Period” means April
21 4, 2021 through June 19, 2026. Excluded from the Class will be any Class Member who opts out
22 of the Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant
23 to the instructions provided in the Class Notice.

24 6. The Court identifies, for settlement purposes only, the following individuals (the
25

26 ¹ Pursuant to ¶ 4.3 of the Settlement, Defendant shall fully fund the Gross Settlement Amount of
27 \$200,000.00 and the amounts necessary to fully pay Defendant’s employer-share of payroll taxes by
28 transmitting the funds into the Qualified Settlement Fund established and maintained by the Administrator
within thirty (30) calendar days after the Effective Date of the Settlement. (Settlement, ¶ 4.3.)

1 “Aggrieved Employees”): all current and former hourly-paid, nonexempt employees of Defendant
2 who worked for Defendant in California at any time during the PAGA Period. The “PAGA Period”
3 means April 4, 2024 through June 19, 2026.

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

12 8. **Releases of Claims.**

13 a. Released Parties. “Released Parties” means Defendant, and each of its former, present, and
14 future owners, parents, and subsidiaries, and all of their current, former, and future officers,
15 directors, members, managers, employees, consultants, partners, shareholders, joint
16 venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers,
17 and/or legal representatives. (Settlement, ¶ 1.40.)

18 b. Plaintiff’s General Release. Plaintiff will release any and all known and unknown claims
19 that Plaintiff has or may have against the Released Parties as of the date Plaintiff
20 executes the separate general release, including, without limitation, any and all claims
21 related to or arising from Plaintiff’s employment or separation of employment with
22 Defendant whether sounding in tort, contract, statute, or otherwise, including but not
23 limited to claims under the Fair Employment and Housing Act, the California Equal
24 Pay Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, and
25 any other state or federal law (“Plaintiff’s General Release”). (*Id.* at ¶ 5.1.)
26 Notwithstanding the foregoing, Plaintiff’s General Release excludes any claims or
27 actions to enforce the Settlement, any claims for vested benefits, unemployment
28 benefits, disability benefits, social security benefits or workers’ compensation benefits

1 that arose at any time, and any claims that are not releasable as a matter of law or public
2 policy. The payment to Plaintiff of his court-approved Class Representative
3 Enhancement Award is contingent upon execution of this individual general release.
4 (*Id.*)

5 For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the
6 provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads:
7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
8 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
9 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
10 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
11 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. (*Id.* at ¶ 5.1.1.)

12 c. Release Class Claims: All Participating Class Members, on behalf of themselves and their
13 respective former and present representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns, release the Released Parties from all claims that were alleged in
15 Plaintiff's First Amended Class Action and Representative Action Complaint, or that
16 reasonably could have been alleged based solely on the facts asserted therein, including
17 but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime
18 compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest
19 breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate
20 itemized wage statements; (7) failure to indemnify necessary business expenses; and (8)
21 unfair business practices and any other claims arising out of or related to the Operative
22 Complaint during the Class Period (collectively, the "Released Class Claims"). (*Id.* at ¶
23 5.2.) The Released Class Claims exclude any claims for vested benefits, unemployment
24 benefits, disability benefits, social security benefits or workers' compensation benefits that
25 arose at any time, any claims that are not releasable as a matter of law or public policy, and
26 any claims arising outside the Class Period. (*Id.*)

27 d. Released PAGA Claims: Plaintiff, the LWDA, and all Aggrieved Employees are deemed
28 to release, on behalf of themselves and their respective former and present representatives,

agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties which were alleged, or reasonably could have been alleged, in Plaintiff's PAGA Notice to the LWDA filed on or about April 3, 2025, and in Plaintiff's First Amended Class Action and Representative Action Complaint, based on the specific Labor Code provisions identified in the operative PAGA Notice, for the duration of the PAGA Period (the "Released PAGA Claims"). (*Id.* at ¶ 5.3.) The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period. (*Id.*)

e. Date Releases Become Effective. The released claims described in Paragraphs 5.1 through 5.3 of the Settlement shall become effective upon the Effective Date and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes. (*Id.* at ¶ 5.4.)

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

10. The Court appoints, for settlement purposes only, Plaintiff as the Class Representative. The Court approves, on a preliminary basis, a Class Representative Enhancement Award from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to the amount Plaintiff is eligible to receive as a Class Member, for initiating the Action and providing services in support of the Action. To the extent the final amount awarded is less than the amount requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

11. The Court appoints, for settlement purposes only, Kane Moon, Allen Feghali, Enzo Nabiev, and Michael E. Braud of Moon Law Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount, currently estimated to be \$66,666.67, as well as reimbursement of actual reasonable litigation costs incurred to prosecute the Action, not to exceed \$25,000.00. To the extent the actual costs are less and/or the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

1 12. The Court appoints Apex Class Action LLC as the Administrator, with payment
2 from the Gross Settlement Amount of \$5,490.00 for its reasonable fees and expenses in
3 administering the Settlement. To the extent the actual administration expenses are less and/or the
4 Court approves an amount less than requested, the remainder will be allocated to the Net
5 Settlement Amount for distribution to Participating Class Members.

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

10 14. The Court approves, as to form and content, the *Notice of Class and PAGA Action*
11 *Settlement and Hearing Date for Final Court Approval* (the "Class Notice") attached hereto as
12 **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis, that the plan
13 for distribution of the Class Notice satisfies due process, provides the best notice practicable under
14 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

15 15. Pursuant to California Code of Civil Procedure section 384, following the
16 expiration of the 180-day check-cashing deadline, should there be any uncashed checks, the
17 Administrator shall transmit those amounts to the California Controller's Unclaimed Property
18 Fund in the name of each Participating Class Member and/or Aggrieved Employee who failed to
19 cash their individual check prior to the void date.

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

23 17. The Court orders the following Implementation Schedule:

24 Defendant to provide the Administrator 25 with the Class Data	Within 14 calendar days after the Court grants Preliminary Approval of the Settlement
26 Administrator to mail the Class Notice	No later than 14 calendar days after 27 receiving the Class Data

28

Response and Opt-Out Deadline	Within 45 calendar days after mailing (plus an additional 14 calendar days for any re-mailed Class Notices)
Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	March 01, 2027

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

19. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

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

IT IS SO ORDERED.

DATED: 10/6/2024

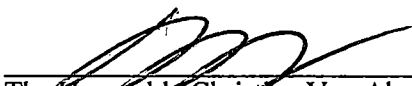

The Honorable Christine Van Aken
Judge of the Superior Court, San Francisco County

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Leonard Keith Jr. Alfonso v. SCP Property Management, LLC*, San Francisco County Superior Court, Case No. CGC-25-624023 ("Action"), Plaintiff Leonard Keith Jr. Alfonso ("Plaintiff") alleges Defendant SCP Property Management (formerly known as Sack Management Inc.) ("Defendant") violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2699, *et seq.* ("PAGA"). Defendant denies any liability or wrongdoing of any kind.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee.

"Class" means all current and former hourly-paid and non-exempt employees of Defendant in California employed from April 4, 2021, through June 19, 2026. ("Class Period").

"Aggrieved Employees" means all current and former hourly-paid and non-exempt employees of Defendant in California employed from April 4, 2024, through June 19, 2026. ("PAGA Period").

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your

estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

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

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$200,000.00 to settle the Action. The Gross Settlement Amount is non-reversionary and non-claims-made. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment for reimbursement of the Settlement Administrator's reasonable fees and expenses in the amount of \$5,490.00, subject to Court approval;
- An Incentive Award not to exceed \$7,500.00 to Class Representative Leonard Keith Jr. Alfonso for his services in support of the Action and General Release;
- A PAGA Allocation in the amount of \$20,000.00, allocated as follows: \$13,000.00 (sixty-five percent (65%)) to the LWDA, and \$7,000.00 (thirty-five percent (35%)) to Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment for reimbursement of Class Counsel's reasonable expenses incurred to prosecute the Action not to exceed \$25,000.00, subject to Court approval; and
- A Class Counsel Fees Payment not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$66,666.67) to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, subject to Court approval.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$[]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of \$20,000.00 of the Gross Settlement Amount has been allocated to the PAGA Allocation. Of this amount, sixty-five percent (65%) (\$13,000.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and thirty-five percent (35%) (\$7,000.00) (the "Individual PAGA Payment") shall be paid on a pro rata basis to Aggrieved Employees.

You have been credited with [] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$[]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a written challenge to the Administrator. Your challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Leonard Keith Jr. Alfonso v. SCP Property Management, LLC*, San Francisco County Superior Court, Case No. CGC-25-624023); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your challenge must be postmarked on or before [RESPONSE DEADLINE] and returned to the Administrator at the following address:

[SETTLEMENT ADMINISTRATOR NAME]
[ADDRESS]
[ADDRESS]
[PHONE] | [EMAIL]

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS Form 1099. Individual PAGA Payments will be reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-side payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should

consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall transmit the funds associated with uncashed checks in accordance with the requirements of California Code of Civil Procedure section 384. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

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

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendant SCP Property Management (formerly known as Sack Management Inc.), and each of its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

Released Class Claims: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged in Plaintiff's First Amended Class Action and Representative Action Complaint, or that reasonably could have been alleged based solely on the facts asserted therein, including but not limited to (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wage statements, (7) failure to indemnify necessary business expenses, and (8) unfair business practices and any other claims arising out of or related to the Operative Complaint during the Class Period ("Released Class Claims").

The definition of "Released Class Claims" for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, all claims while classified as exempt, or all claims based on facts occurring outside of the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Released PAGA Claims: Plaintiff, the LWDA, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties which were alleged, or reasonably could have been alleged, in Plaintiff's PAGA Notice to the LWDA filed on or about April 3, 2025, and in Plaintiff's First Amended Class Action and Representative Action Complaint, based on the specific Labor Code provisions identified in the operative PAGA Notice, for the duration of the PAGA Period ("Released PAGA

Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Leonard Keith Jr. Alfonso v. SCP Property Management, LLC*, San Francisco County Superior Court, Case No. CGC-25-624023); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the [RESPONSE DEADLINE]. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

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

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Leonard Keith Jr. Alfonso v. SCP Property Management, LLC*, San Francisco County Superior Court, Case No. CGC-25-624023); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the [RESPONSE DEADLINE]. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

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

The Final Approval Hearing is scheduled to take place on [DATE] at [TIME] a.m./p.m. in the Superior Court of the State of California, County of San Francisco, Department [], located at 400 McAllister Street, San Francisco, CA 94102. This date and time may be subject to change without notice to you. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Enzo Nabiev (SBN 332118)
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Attorneys for Defendant:

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The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

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

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at [SETTLEMENT ADMINISTRATOR WEBSITE], or contact Class Counsel at the address or telephone number provided in Section 9, above.

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

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Leonard Keith Jr. Alfonso v. SCP Property Management, LLC*, San Francisco County Superior Court, Case No. CGC-25-624023.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

Date

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [RESPONSE DEADLINE]]:

[SETTLEMENT ADMINISTRATOR NAME]

[ADDRESS]

[ADDRESS]

[PHONE] | [EMAIL]