NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Percy Jenkins v. Beacon Property Management, Inc. et al.
Superior Court of the State of California, San Bernardino County
Case No. CIVSB2417563

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE; CONTACT THE SETTLEMENT ADMINISTRATOR WHOSE INFORMATION APPEARS AT THE BOTTOM OF EACH PAGE.

You have received this Notice of Class Action Settlement because Beacon Property Management, Inc.'s records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement (the "Settlement"). Class Members are all current and former employees of Beacon Property Management, Inc. who worked at least one shift in California from May 31, 2020 through February 20, 2025.

On June 12, 2025, the Honorable Charlie L. Hill, Jr. of the Superior Court of California for the County of San Bernardino granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. For PAGA Aggrieved Employees only: For purposes of this Settlement, you are also considered a PAGA Aggrieved Employee, and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement**, which is estimated to be <<PAGA_Amount>>.**

IF YOU STILL WORK FOR BEACON PROPERTY MANAGEMENT, INC, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at www.cptgroupcaseinfo.com/jenkinsbeaconsettlement.

What Is This Case About?

Percy Jenkins was an employee of Defendants. He is the "Plaintiff" in this case and is suing Beacon Property Management, Inc. ("Beacon")and Beacon's President James Notley ("Defendants") on behalf of himself and all Class Members. Plaintiff sued Defendants, alleging (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain accurate records; (7) failure to timely pay wages during employment and at separation; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (9) violation of California's unfair competition law.

Defendants deny that they violated the law or committed any wrongdoing. In agreeing to the settlement, Defendants have not admitted to any allegations or wrongdoing in this case, and in fact expressly deny that any of Beacon's practices were or are unlawful. Specifically, Defendants assert that the Class Members were properly compensated at all times during the

Class Period. Defendants further assert that Beacon has and had lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiff's claims or Defendants' defenses thereto.

Given the cost and uncertainty of protracted litigation, the parties entered into settlement discussions in an attempt to resolve the disputed claims in this case. On November 20, 2024, the Parties negotiated a settlement with the assistance of a third-party mediator. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation").

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at 8:30 a.m. on September 10, 2025, in Department S30 of the Superior Court of California for the County of San Bernardino, 655 W. 2nd Street, San Bernardino, CA 92415. You are <u>not</u> required to attend the Hearing.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Elliot J. Siegel
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

and

Bardia A. Akhavan
AKHAVAN & ASSOCIATES
(855) 463-4733
15760 Ventura Blvd. Ste. 1720
Encino, California 91436

<u>Summary of the Settlement Terms</u>

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for $<u>463,750.00</u> ("Maximum Settlement Amount").

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a $10,000 service payment to the Representative Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendants, subject to Court approval; (3) Settlement Administration Costs not to exceed $25,000; (4) $56,250 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 75% of the $75,000.00 allocated to PAGA penalties); (5) an aggregate of $18,750 to alleged PAGA Aggrieved Employees (or 25% of the $75,000.00 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to $154,583.33 in attorneys' fees and up to $25,000 in litigation costs and expenses to Class Counsel.

It is estimated that after deducting the service payments to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys' fees and costs/expenses, a total of approximately $<u>174,166.67</u> will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by Beacon Property Management, Inc. *outside* of the Maximum Settlement Amount.

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period ("Workweeks"). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Settlement Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody or control.[1] Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement.

b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.

c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Jenkins v. Beacon Property Management, Inc. c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606* no later than 30 days after the date this Notice of Class Action Settlement was mailed to you.[2]

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than July 28, 2025. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 80% will be allocated as alleged unpaid civil penalties and interest. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is

[1] Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

[2] Unless the 45th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and Individual PAGA payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims") against the Released Parties for the Release Period.

The Released Claims are defined as:

> Those claims asserted in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages after employment; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq*.

The Released PAGA Claims include:

> All claims by Aggrieved Employees for civil penalties under PAGA asserted in the Complaint or LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the Operative Complaint and PAGA Notice. The Released PAGA Claims shall be released through the PAGA Release Period.

Released Parties means (i) Defendants Beacon Property Management, Inc. and James Notley; (ii) its respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iii) the past and present shareholders, directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

The "Release Period" is the period from May 31, 2020 through February 20, 2025. The "PAGA Release Period" is the period from May 30, 2023 through February 20, 2025.

Option 2 – *Opt-Out of the Settlement*

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator, in writing, not later than July 28, 2025, that you wish to op-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written "Request for Exclusion from The Class Action Settlement" letter or card to the Settlement Administrator postmarked no later than July 28, 2025. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *JENKINS V. BEACON PROPERTY MANAGEMENT, INC., ET. AL.* LAWSUIT."

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Jenkins v. Beacon Property Management, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: 949-419-3446
Website: cptgroupcaseinfo.com/jenkinsbeaconsettlement

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than July 28, 2025. If you submit a request for exclusion which is not postmarked by July 28, 2025, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees' portion of the civil penalties allocated to PAGA[3]; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – *File an Objection to the Settlement*
If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Beacon Property Management, Inc. in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before July 28, 2025. All objections or other correspondence should state the name and number of the case, which is *Percy Jenkins v. Beacon Property Management, Inc., et. al.,* San Bernardino County Case Number No. CIVSB2417563.

You may also appear at the Final Fairness and Approval Hearing set for September 10, 2025 at 8:30 a.m. in Department S30 of the Superior Court of California for the County of San Bernardino located at 655 W. 2nd Street, San Bernardino, CA 92415, and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You can appear remotely by using the Court's zoom link at https://saccourt-ca-gov.zoomgov.com/my/sscdept22 or by calling using the phone number: dial (833) 568-8864; ID 16184738886. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of San Bernardino, during regular business hours of each court day.

[3] By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

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

You can view the final approval order and final judgment and payment schedule at www.cptgroupcaseinfo.com/jenkinsbeaconsettlement.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.