

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Pasion vs. Westcliff Management Group

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

CASE NUMBER:
30-2019-01068664-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Order Granting Final Approval of Class Action Settlement and Entering Judgment dated 03/29/22, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on March 29, 2022, at 3:55:57 PM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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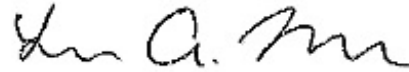
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CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

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17 ANTHONY LEE

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF ORANGE**

20 SHARMAINE PASION, an individual, and
DARREN BREESE, an individual, on behalf of
21 themselves and all others similarly situated,

22 Plaintiffs,

23 v.

24 WESTCLIFF MANAGEMENT GROUP, a
California Corporation, ANTHONY LEE, an
25 individual, and DOES 1 through 25, inclusive,

26 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 29 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: LM DEPUTY

Case No. 30-2019-01068664-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
JUDGE GLENDA SANDERS
DEPT CX101

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: March 25, 2022
Time: 1:30 p.m.
Dept: CX101

1 B. "**Class Period**" means the period from January 25, 2015 up through and
2 including February 13, 2020.

3 C. "**Participating Class Member**" means any Class Member who does not
4 timely submit a Request for Exclusion.

5 D. "**Released Claims**" and "**Covered Claims**" means all claims, causes of
6 action, and forms of relief that are alleged in the Complaint, and all claims, causes of action, and
7 forms of relief that reasonably could have been asserted based upon the facts alleged in the
8 Complaint, including claims for unpaid wages, unpaid minimum wages, unpaid overtime, failure to
9 provide timely and adequate meal periods, failure to pay meal period premiums, failure to provide
10 timely and adequate rest periods, failure to pay rest period premiums, failure to accurately record
11 time worked, failure to record meal periods, failure to provide accurate and complete itemized wage
12 statements, unreimbursed expenses, failure to timely pay all wages due at the separation of
13 employment, claims for violation of the California Labor Code (including §§ 200-203, 204, 226,
14 226.3, 226.7, 510, 512, 515, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802), claims for
15 violation of all similar provisions or requirements of California law (including the provisions of the
16 California Code of Regulations, the California Industrial Welfare Commission Wage Orders, the
17 General Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), and claims for
18 violation of all similar provisions or requirements of federal law (including 29 U.S.C. §§ 206, 207
19 and 216), which the Class and/or any Class Member has ever had, or hereafter may claim to have,
20 for the Class Period. The period of the Released Claims shall extend to the limits of the Class
21 Period. The res judicata effect of this final approval order is the same as that of the release provided
22 in the Settlement Agreement.

23 E. "**Released Parties**" means Westcliff Management Group and Anthony Lee
24 together with their officers, owners, shareholders, directors, employees, agents, representatives,
25 attorneys, insurers, partners, heirs, parents, subsidiaries, affiliates, predecessors, successors, assigns,
26 and joint venturers.

27 ///

28 F. "**PAGA Claims**" means any civil penalties under the Private Attorneys

1 General Act of 2004 arising from the Covered Claims during the PAGA Period.

2 G. "PAGA Group" and "PAGA Group Member(s)" means all Settlement
3 Class Members who were employed by Westcliff in California as non-exempt employees at any
4 time during the PAGA Period.

5 H. "PAGA Period" means the period from May 3, 2018 up through and
6 including February 13, 2020.

7 4. The Court has determined that the Notice Packet fully and accurately informed all
8 Class Members of the material elements of the Settlement, constituted the best notice practicable
9 under the circumstances, and constituted valid and sufficient notice to all Class Members.

10 5. In response to the Notice Packet, zero (0) Class Members objected to the Settlement,
11 and the following six (6) individuals timely submitted a Request for Exclusion from the Settlement:
12 Anh Nguyen, Colleen Cooke, Danko Iordanov, Joshua Schoonover, Kristen Iordanova, and Patricia
13 Medina.

14 6. The Court hereby grants final approval of the Settlement as fair, reasonable and
15 adequate. With respect to the Settlement Class and for purposes of approving this Settlement only,
16 this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and
17 so numerous that joinder of all members is impracticable; (b) there are questions of law or fact
18 common to the Settlement Class, and there is a well-defined community of interest among members
19 of the Settlement Class with respect to the subject matter of the Action; (c) the claims of Class
20 Representatives Sharmaine Pasion and Darren Breese are typical of the claims of the members of
21 the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests
22 of the members of the Settlement Class; (e) a class action is superior to other available methods for
23 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
24 Representative, i.e., Class Counsel, is qualified to serve as counsel for Plaintiffs in their individual
25 and representative capacity for the Class.

26 7. The Court finds and determines that the terms set forth in the Settlement
27 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the
28 Settlement according to its terms having found that the Settlement was reached as a result

1 of informed and non-collusive arms' -length negotiations facilitated by a neutral mediator.
2 The Court further finds that the Parties conducted extensive investigation, research, and
3 discovery and that their attorneys were able to reasonably evaluate their respective positions.
4 The Court also finds that the Settlement will enable the Parties to avoid additional and
5 potentially substantial litigation costs, as well as delay and risks if the Parties were to
6 continue to litigate the case.

7 8. The Court further finds and determines that the terms of the Settlement are
8 fair, reasonable and adequate to the Settlement Class and to each Settlement Class Member
9 and that the Settlement is ordered finally approved, and that all terms and provisions of the
10 Settlement should be and hereby are ordered to be consummated.

11 9. The Court approves the non-reversionary settlement amount of \$707,605.00, which
12 amount is deemed to include the Backpay Payments which Westcliff has already paid to certain
13 Class Members (totaling \$91,465.00), resulting in a remaining payable "Gross Settlement Amount"
14 of Six Hundred Sixteen Thousand One Hundred and Forty Dollars and Zero Cents (\$616,140.00)
15 established to fund the Settlement.

16 10. The Court approves the payment for Settlement Administration Costs incurred by
17 CPT Group Inc. in the amount of \$11,750.00 to be paid from the Gross Settlement Amount as
18 provided in the Settlement Agreement.

19 11. The Court approves Service Awards to the Class Representatives in the amount of
20 \$10,000.00 to Sharmaine Pasion and \$10,000.00 to Darren Breese to be paid from the Gross
21 Settlement Amount as provided in the Settlement Agreement.

22 12. The Court approves the payment of \$30,000 to the California Labor & Workforce
23 Development Agency ("LWDA") to be paid from the Gross Settlement Amount.

24 13. The Court approves the payment of attorneys' fees to Class Counsel in the amount
25 of \$235,868.33, and awards an additional \$11,674.12 for costs and expenses to be paid from the
26 Gross Settlement Amount as provided in the Settlement Agreement.

27 14. The Court hereby directs Defendants to fund the Settlement in accordance with the
28 terms of and by the deadlines supplied in, the Settlement.

1 15. The Court hereby directs the Settlement Administrator to make all disbursements in
2 accordance with the terms of, and by the deadlines supplied in, the Settlement Agreement. As set
3 forth in the Settlement Agreement, the Settlement Administrator will prepare and mail settlement
4 checks for each Participating Class Member and PAGA Group Member in the amount of his or her
5 Individual Settlement Payment. The checks to Participating Class Members and PAGA Group
6 Members will indicate on their face that they are void if not negotiated within one hundred and
7 eighty (180) days of their issuance. In the event a settlement check is returned to the Settlement
8 Administrator with a forwarding address, the settlement check will be forwarded to the forwarding
9 address. In the event a settlement check is returned to the Settlement Administrator without a
10 forwarding address or is otherwise undeliverable, the Settlement Administrator will use reasonable
11 efforts to search for a better address and re-mail the returned check, if possible. If the search does
12 not provide a better address, or the settlement check is ultimately returned without a forwarding
13 address, neither Defendants, Class Counsel or the Settlement Administrator shall be required to take
14 further action to achieve delivery of the check to the Class Member. If, within the 180-day period,
15 the Participating Class Member or PAGA Group Member contacts the Settlement Administrator, or
16 if Class Counsel does so on his or her behalf, the settlement check will be reissued and mailed to
17 the address the individual (or Class Counsel) provides. Any such reissued settlement checks will
18 indicate on their face that it is void if not negotiated within one hundred and eighty (180) days of
19 their issuance.

20 16. Any monies not able to be delivered to a Class Member and any settlement checks
21 not cashed within one hundred and eighty (180) days of issuance will escheat to the California State
22 Controller, Unclaimed Property Division, in the name of the corresponding Participating Class
23 Member(s) and/or PAGA Group Member(s).

24 17. Any Class Member who submitted a valid and timely Request For Exclusion shall
25 no longer be a Class Member, shall not be bound by the Settlement, shall have no right to object to
26 the Settlement, and shall receive no Class Member Payment. However, if a person who is both a
27 Class Member (as defined above) **and** a PAGA Group Member (as defined above), submitted a
28 valid Request for Exclusion, that Request for Exclusion shall exclude him from the Class but will

1 not have the effect of excluding him from the PAGA Group. He shall still be bound by the Settlement
2 to the extent it pertains to the PAGA Claim.

3 18. Without affecting the finality of this Order Granting Final Approval in any way, and
4 pursuant to California Rules Of Court, Rule 3.769(h), the Court reserves exclusive and continuing
5 jurisdiction over the action for purposes of supervising the implementation, enforcement (CCP §
6 664.6), construction, administration and effectuation of the Settlement.

7 19. Neither this Order Granting Final Approval nor the Settlement shall constitute an
8 admission by Defendants of any liability or wrongdoing whatsoever, nor does this Order constitute
9 a finding as to the validity or invalidity of any claims in the action or a finding of wrongdoing by
10 Defendants.

11 20. Each party will bear its own attorneys' fees and costs, except as provided for in the
12 Settlement and this Order.

13 21. The Court hereby sets a final compliance hearing on **February 3, 2023, at 1:30 p.m.**
14 in Department CX101. The Parties shall file a final compliance status report by no later than five
15 (5) court days before said hearing. The final compliance status report shall apprise the Court of the
16 status of the distribution of the settlement proceeds, including whether there are any uncashed
17 Individual Settlement Payments.

18 22. Notice of this executed Order Granting Final Approval Of Class Action Settlement
19 And Entering Judgment Thereon shall be posted on the Settlement Administrator's website and may
20 be removed after the final compliance hearing.

21 23. Plaintiffs shall submit a copy of this executed Order Granting Final Approval Of
22 Class Action Settlement and Entering Judgment to the LWDA within ten (10) calendar days after it
23 is entered by the Court.

24 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

25
26 Dated; March 29, 2022

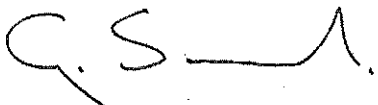
27 
28 _____
Judge Glenda Sanders

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT
 SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

SHARMAINE PASION, an individual, and
 DARREN BREESE, an individual, on behalf of
 themselves and all others similarly situated,

Plaintiffs,

v.

WESTCLIFF MANAGEMENT GROUP, a
 California Corporation, ANTHONY LEE, an
 individual, and DOES 1 through 25, inclusive,

Defendants.

CASE NO. 30-2019-01068664-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
 JUDGE GLENDA SANDERS
 DEPT CX101

NOTICE OF CLASS ACTION SETTLEMENT

**If You Worked for Westcliff Management Group ("Westcliff") in California as a Non-Exempt Employee at
 any time from January 25, 2015 through February 13, 2020**

You May Be Entitled to Participate in a Class Action Settlement.

The Orange County Superior Court approved this notice. This is not an advertisement.
 You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE. YOUR LEGAL RIGHTS WILL BE AFFECTED.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Do Nothing	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will be releasing certain claims. (See #19 below.)
Object	If you want to object to the settlement, you must write to the Settlement Administrator and explain why you think the settlement should not be approved. (See #16 below.)
Exclude Yourself	If you exclude yourself (or "opt-out") from this lawsuit, you will not receive any Class Member Payment and will not release any individual claims. (See #17 below.)

**YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE
 THEM ARE EXPLAINED IN THIS NOTICE**

Notice of Class Action Settlement
 Questions? Call [tol] free number to CPT Administrators]

BASIC INFORMATION

1. Why did I get this notice?

The records of Westcliff Management Group ("Westcliff") show that you work, or used to work, at Westcliff in California as a non-exempt employee. You are receiving this notice because you may be a member of a class on whose behalf a class action lawsuit has been brought. The lawsuit is known as *Sharmaine Pasion, an individual, Darren Breese, an individual, on behalf of themselves and all others similarly situated, Plaintiffs v. Westcliff Management Group, a California Corporation, Anthony Lee, an individual, and DOES 1 through 25, inclusive, Defendants*, assigned Case Number 30-2019-01068664-CU-OE-CXC (the "Class Action"). This notice explains the nature of the Class Action, the proposed settlement of the Class Action, and your legal rights to participate in, object to, or opt out of the settlement. Please read this notice carefully as your rights will be affected even if you do nothing.

2. What is a class action?

In a class action, one or more individuals called "Class Representatives" (in this case, Sharmaine Pasion and Darren Breese, former employees of Westcliff) act as Plaintiffs and sue on their own behalf and attempt to sue on behalf of other people who could possibly have similar claims. The court must make a determination whether the Plaintiffs' case can move forward as a class action depending on various legal criteria. It does not always permit a case to proceed as a class action. If, however, a court determines that Plaintiffs' case can proceed as a class action, the people together become a "Class," with each person being a "Class Member." At that point, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves (*i.e.*, opt out) from the Class.

THE CLAIMS IN THE CLASS ACTION

3. Who is in the Class?

The Court has conditionally certified a settlement class comprised of: all current and former non-exempt employees of Westcliff who were employed by Westcliff in California at any time during the period beginning January 25, 2015, and ending February 13, 2020 (the "Class Period"). These individuals are called "Class Members."

4. What is the Class Action about?

The Class Action primarily alleges that the Class was not paid all wages owed under California and federal law; was not provided meal and rest periods in accordance with the California Labor Code and Wage Orders; was not reimbursed for their work-related expenses; was not paid all wages due upon separation from employment, as required by California law; and was not provided accurate and complete wage statements including all information specified in the California Labor Code. The lawsuit also alleges that these actions constituted unfair business practices under California law and lead to civil penalties under the Private Attorneys General Act of 2004 ("PAGA").

5. What is Westcliff's response to the Class Action?

Westcliff denies all allegations raised in the Class Action, asserts that the case should not proceed as a class action, and asserts that it did not violate the law and has no liability for any of the Class Members' claims.

6. Has the Court decided who is right?

No. The Court has not decided whether Plaintiffs or Westcliff is correct. The Court also has not made a determination that the Plaintiffs' case can proceed as a class action. The Court, however, has conditionally certified a settlement Class for the purposes of resolving this lawsuit without further ongoing litigation, without any admission

Notice of Class Action Settlement
Questions? Call [toll free number to CPT Administrators]

of liability or fault, and without any determination of which side is right. By establishing the Class and issuing this notice, the Court is not suggesting that either side will win or lose this case.

SUMMARY OF THE SETTLEMENT

7. Why is there a settlement?

Both sides have conducted detailed investigations and an analysis of the facts and applicable law. Plaintiffs believe that the claims asserted in the lawsuit have merit; Westcliff strongly disputes that contention. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial amounts of time, energy, and other resources have been devoted by both parties and, unless there is a settlement, that situation will continue. By agreeing to a settlement, the parties avoid the costs, risks, and uncertainty of trial and/or any appeals, and the Class Members will receive a financial payment.

8. What does the settlement provide?

Westcliff has already provided certain Class Members with backpay payments that total \$91,465 ("Backpay Payments"). Without admitting any wrongdoing, Westcliff and Anthony Lee ("Defendants") have agreed to pay an additional \$600,000 (the "Gross Settlement Amount") to resolve the Class Action. All payments under the Settlement will be disbursed from the Gross Settlement Amount, including the following:

- Payments to the Participating Class Members in the total estimated amount of \$282,761.67 (the "Net Common Fund"). These are called "Class Member Payments."
- Payments to the PAGA Group Members in the total amount of \$10,000. These are called the "PAGA Penalty Payments."
- Fees of the third party Settlement Administrator to administer the Settlement, estimated at \$11,750.
- Service Award payments to the Class Representatives, not to exceed \$20,000 in the aggregate.
- Plaintiff's counsel's attorneys' fees of up to one-third (1/3) of the Total Settlement Amount. The Total Settlement Amount is the Gross Settlement Amount (\$600,000) plus the Backpay Payments (\$91,465).
- Plaintiff's Counsel's costs in connection with the Action, up to \$15,000.
- Payment to the California Labor & Workforce Development Agency in the amount of \$30,000.

Any amount not awarded by the Court in Settlement Administrator fees, Service Award payments, attorneys' fees or costs will be added to the Net Common Fund. Any uncashed Class Member Payments and any uncashed PAGA Penalty Payments will escheat to the State of California, Unclaimed Property Division, in the name of the corresponding Class Member(s). Please note that, while the Court has preliminarily approved of this Class Action Settlement, this Settlement is still subject to final approval by the Court.

9. Who is a Participating Class Member? Who is a PAGA Group Member?

A Class Member who does not request to be excluded from the settlement is a "Participating Class Member" and will receive a portion of the Net Common Fund. This means that if you take no action, you will be a Participating Class Member. All Participating Class Members are entitled to receive their Class Member Payment.

A "PAGA Group Member" is a Class Member who was employed by Westcliff as a non-exempt employee in California at any time during the period beginning May 3, 2018, and ending February 13, 2020 (the "PAGA Period"). If you are a PAGA Group Member, even if you request to be excluded from the Settlement, you will still be entitled to receive your PAGA Penalty Payment.

Notice of Class Action Settlement
Questions? Call [toll-free number to CPT Administrators]

10. How will Participating Class Members Be Paid? | How Will A PAGA Group Member Be Paid?

For Participating Class Members, each Participating Class Member will receive a pro-rata share of the Net Common Fund based on the number of weeks worked credited to that Participating Class Member as a ratio of the total number of weeks worked credited to all Participating Class Members. If a Class Member opts out of the Settlement, his or her Class Member Payment will be redistributed and paid out to the other Participating Class Members. Each Class Member Payment will be issued in one installment.

For PAGA Group Members, each PAGA Group Member will receive a pro-rata share of \$10,000 based on the number of weeks worked by that PAGA Group Member during the PAGA Period as a ratio of the total number of weeks worked credited to all PAGA Group Members during the PAGA Period. Each such payment will be issued in one installment.

The total amount of settlement money payable to a Class Member under the Settlement is called an "Individual Settlement Payment." If you are both a Participating Class Member and a PAGA Group Member, your Individual Settlement Payment will include both a Class Member Payment and a PAGA Penalty Payment.

11. How much is my Individual Settlement Payment?

Your anticipated approximate Individual Settlement Payment is listed on the Notice of Estimated Individual Settlement Payment, which you are receiving with this Notice. The exact amount of the Individual Settlement Payment could vary, up or down, depending upon various factors, including among others (1) whether any Class Members dispute the number of weeks credited to them; and (2) whether any additions or deletions are made to the number of Class Members. One-third of your Class Member Payment will be treated as W-2 wages. Two-thirds of your Class Member Payment will be paid on a 1099 basis for interest and penalties. Your PAGA Penalty Payment will be treated as 100% penalties and paid on a 1099 basis.

You are entitled to dispute the number of weeks worked that is reported on the enclosed Notice of Estimated Individual Settlement Payment. To submit a valid dispute, you must: (1) complete Section B on the enclosed Notice of Estimated Individual Settlement Payment; (2) provide your name, telephone number, the date and your signature on the Notice of Estimated Individual Settlement Payment in the spaces specified; and (3) mail the Notice of Estimated Individual Settlement Payment to the Settlement Administrator so that it is **postmarked no later than** _____, 20__ (60 days after this Notice was mailed to you). Any dispute that is postmarked later than _____, 20__ will be late and invalid and will result in the Class Member being bound by the work weeks and employment status stated in his or her Notice of Estimated Individual Settlement Payment.

12. How will Class Member weeks worked be calculated?

A Class Member will be given credit only for the period of time that the Class Member was employed by Westcliff as a non-exempt employee during the Class Period. This includes hourly non-exempt employees and salaried non-exempt employees of Westcliff during the Class Period. The weeks worked will be rounded up or down to the nearest hundredth decimal place.

13. How much will the Class Representative be paid?

Subject to Court approval, Plaintiffs Sharmaine Pasion and Darren Breese will each be paid \$10,000 for their service as the Class Representatives. They will also receive their respective Individual Settlement Payments.

Notice of Class Action Settlement
Questions? Call [toll free number to CPT Administrators]

14. How will the attorneys for the Class be paid?

The attorneys for the Class Representative and the Class Members will be paid from the Gross Settlement. The attorneys will ask the Court for up to an estimated maximum of \$230,488.33 for their fees, and \$15,000 for their costs. The actual amounts will be determined by the Court.

YOUR RIGHTS AND OPTIONS

15. OPTION #1: DO NOTHING AND BE MAILED A PAYMENT.

BY TAKING NO FURTHER ACTION, YOU WILL AUTOMATICALLY BE CONSIDERED A PARTICIPATING CLASS MEMBER AND WILL BE MAILED AN INDIVIDUAL SETTLEMENT PAYMENT BY THE SETTLEMENT ADMINISTRATOR TO YOUR LAST KNOWN HOME ADDRESS. YOU ALSO WILL BE RELEASING THE CLAIMS DESCRIBED IN SECTION 19 BELOW.

To ensure receipt of your Individual Settlement Payment, you must notify the Settlement Administrator of any changes to your mailing address by calling the 1-800 number in the footer and/or at the end of this Notice.

16. OPTION #2: REMAIN A CLASS MEMBER AND OBJECT TO THE SETTLEMENT.

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, you must mail a written objection to the Settlement Administrator. (No attorneys' fees will be paid by Defendants for your counsel's appearance at the Final Fairness Hearing.) If you wish to object to the Settlement, you may utilize the enclosed Objection Form for this purpose. To be valid, your objection must be in writing, contain your name, state the basis for your objection, and be mailed to the Settlement Administrator so that it is **postmarked no later than** _____, **20** (60 days after this Notice was mailed to you). The address of the Settlement Administrator is _____. Unless the Court allows otherwise in its discretion, any Class Member who does not mail his/her objection to the Settlement Administrator within the time provided above will be precluded from making any objections to the settlement.

17. OPTION #3: EXCLUDE YOURSELF FROM THE CLASS.

If you exclude yourself from the Class -- which is sometimes called "opting out" of the Class -- you will not get any Class Member Payment from the settlement. You will not be permitted to object to the settlement, but you will retain the right to bring your own individual claims against Defendants. You may request exclusion by submitting the enclosed Exclusion Request Form to the Settlement Administrator. To be valid, your Exclusion Request Form must contain your name and be mailed to the Settlement Administrator so that it is **postmarked no later than** _____, **20** (60 days after this Notice was mailed to you). Any Exclusion Request Form that it is postmarked later than _____, 20__, will be late and invalid, and it will result in the Class Member being bound to the terms of the Settlement.

Please note that if you are a PAGA Group Member and you submit a request for exclusion, you will still release the PAGA Claims discussed below, and you will still be entitled to receive your PAGA Penalty Payment. A PAGA Group Member cannot exclude themselves from the settlement of the PAGA Claims. The PAGA Claims are not individual claims, but rather government claims.

18. Will my decision about whether to participate in the Settlement affect my employment with Westcliff?

No. Westcliff and Lee are prohibited by law from retaliating against any employee for participating in this Settlement.

19. What claims will be released by the Settlement?

When the Court grants final approval of this Settlement, all Class Members who did not timely submit a valid Exclusion Request Form will be deemed to have fully, finally, and forever released the "Released Parties" from all claims, causes of action, and forms of relief alleged in the Complaint, and all claims, causes of action, and forms of relief that reasonably could have been asserted based upon the facts alleged in the Complaint, including claims for unpaid wages, unpaid minimum wages, unpaid overtime, failure to provide timely and adequate meal periods, failure to pay meal period premiums, failure to provide timely and adequate rest periods, failure to pay rest period premiums, failure to accurately record time worked, failure to record meal periods, failure to provide accurate and complete itemized wage statements, unreimbursed expenses, failure to timely pay all wages due at the separation of employment, claims for violation of the California Labor Code (including §§ 200-203, 204, 226, 226.3, 226.7, 510, 512, 515, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802), claims for violation of all similar provisions or requirements of California law (including the provisions of the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, the General Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), and claims for violation of all similar provisions or requirements of federal law (including 29 U.S.C. §§ 206, 207 and 216), which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period. These claims are referred to as the "Covered Claims."

The "Complaint" means the Second Amended Complaint filed in the Class Action on May 26, 2020. The "Released Parties" means Westcliff Management Group and Anthony Lee together with their officers, owners, shareholders, directors, employees, agents, representatives, attorneys, insurers, partners, heirs, parents, subsidiaries, affiliates, predecessors, successors, assigns, and joint venturers.

When the Court grants final approval of this Settlement, all PAGA Group Members will be deemed to have fully, finally, and forever released the Released Parties from any civil penalties under the Private Attorneys General Act of 2004 arising from the Covered Claims during the PAGA Period. These claims are referred to as the "PAGA Claims."

20. What will happen at the Final Fairness Hearing?

A Final Fairness Hearing will be held on _____, at _____ in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Blvd, CA 92701. The Court will determine: (i) whether the lawsuit should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate, and in the best interests of the Class Members; (iii) the amount of the attorneys' fees and costs awarded to Class Counsel; (iv) the amount of class-action administrator fees awarded to the Settlement Administrator; and (v) the amount awarded to Plaintiffs for their class representative services. At the Final Fairness Hearing, the Court will hear all properly-submitted objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. Please note that the Court may continue the Final Fairness Hearing to a later date without notice to the Class. For updated information, including any changes in the date of the Final Fairness Hearing, please contact the Settlement Administrator.

21. Should I get my own lawyer in this case?

The Court has approved John Scheppach of Scheppach Bauer PC as Class Counsel. Class Counsel represents you and all Class Members in the Class Action. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

Notice of Class Action Settlement
Questions? Call [toll free number to CPT Administrators]

GETTING MORE INFORMATION

22. Who are the attorneys representing the parties?

Attorneys For Plaintiffs And The Class Members Are:

SCHEPPACH BAUER PC
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Phone: (949) 209-8880
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Attorneys For Westcliff And Lee Are:

James S. Brown, Esq.
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Meagan E. Garland, Esq.
DUANE MORRIS LLP
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San Diego, CA 92101-4681

*Attorneys for Westcliff and Lee cannot speak with Class Members regarding the settlement without prior consent from Class Counsel.

23. Who is the Settlement administrator?

The Settlement Administrator is CPT Group Inc. The Settlement Administrator can be contacted at:

Pasion & Breese v. Westcliff Management Group, et al.
c/o CPT Group Inc.

24. How can I get more information?

If you would like more information or have questions, you may:

- Contact Plaintiff's Counsel (see contact information listed above).
- Contact the Settlement Administrator (see contact information listed above). Please refer to the *Pasion & Breese v. Westcliff Management Group, et al.*, Class Action Settlement.
- Visit the website of the Orange County Superior Court (<https://ocjustice.occourts.org/civilwebShoppingNS/Login.do>). Once you accept the terms of utilizing the website, enter the case number for this Class Action (30-2019-01068664-CU-OE-CXC).

PLEASE DO NOT CONTACT THE COURT, WESTCLIFF OR LEE, OR WESTCLIFF'S MANAGERS OR ATTORNEYS ABOUT THIS NOTICE.

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