

## PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between Plaintiff Mario Dorado (“Plaintiff”), on behalf of himself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendants The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC (collectively referred herein as “Defendants”), on the other (Plaintiff and Defendants are collectively referred herein as, the “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

### I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled *Mario Dorado, as an individual and on behalf of all similarly situated employees v. The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC, and DOES 1 through 50, inclusive* (the “Action”), pending before Superior Court of the State of California, for the County of Orange (the “Court”), No. 30-2019-01116690-CU-OE-CXC.
- B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C. “Complaint” means the Complaint filed by Plaintiff on December 6, 2019 in the Action, and all amendments thereto.
- D. “Court” means the Superior Court for the State of California, County of Orange.
- E. “Covered Period” means the period of time from October 2, 2018 through the date on which the Court grants approval of the Settlement.
- F. “Defendants” means the defendants in this Action, The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC.
- G. “Effective Date” means the date upon entry of an Order by the Court approving the Settlement Agreement.
- H. “Defendants’ Counsel” means Daniel J. Callahan, Esq., Edward Susolik, Esq., Brett E. Bitzer, Esq., of Callahan & Blaine, APLC.
- I. “Judgment” means the Order Granting Approval of Settlement and Entering Final Judgment entered by the Court in substantially the same form evidenced by **Exhibit A** to this Agreement and incorporated by reference into this Agreement.
- J. “LWDA” means the California Labor and Workforce Development Agency.

- K. "LWDA Payment" means the portion of the payment from the Total Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- L. "Net Settlement Amount" means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to PAGA Settlement Group Members and the LWDA Payment after deduction for (i) the Representative Plaintiff's Payment, (ii) the Plaintiff's Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator's fees and expenses. If any Settlement Share check is not timely cashed by a Settlement Group Member, that share will be sent to the California State Controllers' Office Unclaimed Property Fund.
- M. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- N. "PAGA Notice" means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by **Exhibit D** to this Agreement.
- O. "PAGA Settlement Group Members" means the forty-six (46) current and former non-exempt employees of Defendants in California at any time during the period from October 2, 2018 to the date that the Court approves this Settlement.
- P. "Plaintiff" means the plaintiff in the Action, Mario Dorado.
- Q. "Plaintiff's Counsel" means Kevin Mahoney, Esq., Lilit Tunyan, Esq. of Mahoney Law Group, APC.
- R. "Released Parties" means Defendants and any present and former parents, subsidiaries and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities including, TPG Property Management Inc. doing business as Picerne Residential and TPG Property Group.
- S. "Representative Plaintiff's Payment" means the special payment made to Plaintiff to compensate him for initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event that he was unsuccessful in the prosecution of the Action, and granting the release described in section III.I.1. of the Settlement.
- T. "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.
- U. "Settlement Administrator" means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.

- V. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- W. "Total Settlement Amount" means the total amount to be paid by Defendants as provided by this Agreement. The Total Settlement Amount is one hundred thirty thousand dollars and no cents (\$130,000.00). The Total Settlement Amount will cover all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff's Payment, (iv) the Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses.

## II. FACTUAL BACKGROUND

- A. On September 11, 2019, Plaintiff served a letter to the LWDA and Defendants in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendants of California Labor Code sections 201-203, 226, 226.7, 227.3, 510, 512, 1174, 1194, 1197, 2802, 2698, 2699.3, and 2699.5, for alleged failures to properly pay and reimburse employees. The LWDA declined to investigate the alleged violations, and Plaintiff initiated this Action.
- B. On December 6, 2019, Plaintiff commenced this Action.
- C. In the Action, Plaintiff seeks relief under PAGA on behalf of himself and the PAGA Settlement Group Members for the alleged violations of California's Labor Code.
- D. Prior to mediation, Defendants supplied Plaintiff's counsel with payroll and time punch data, which Plaintiff's Counsel's expert reviewed and analyzed.
- E. On September 17, 2020, the Parties participated in a mediation presided over by Jill R. Sperber, Esq. During the mediation, each side, represented by its respective counsel, recognized the risk of an adverse result in the Action. While the matter did not settle at mediation, the Parties continued to engage the mediator and on September 17, 2020, the mediator presented the Parties with a mediator proposal. The proposal was accepted by the Parties on September 21, 2020.
- F. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

## III. SETTLEMENT TERMS AND CONDITIONS

- A. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement and court approval, the Total Settlement Amount is one hundred thirty

thousand dollars (\$130,000.00). The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff's Payment, (iv) the Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. The Total Settlement Amount will not be increased unless there is ultimately 10% more than the forty-six (46) total PAGA Settlement Group Members from October 2, 2018 through date on which the Court grants approval of the Settlement (i.e., more than fifty-one (51) total PAGA Settlement Group Members), in which case the Gross Settlement Amount shall be increased proportionally, for example, the settlement would increase by \$13,000.00 should the increase be 10%. The settlement is non-reversionary, such that the entire Gross Settlement Amount will be disbursed.

- B. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court, and not to exceed seven thousand dollars (\$7,000).
- C. **Payments to LWDA.** The Parties will apply to the Court for a payment to the LWDA out of the Net Settlement Amount equal to 75% of the Net Settlement Amount. If the Court approves an LWDA Payment of less than 75%, the remainder will be retained in the Net Settlement Amount.
- D. **Payment to Plaintiff's Counsel.** Defendants will not oppose Plaintiff's Counsel's request for a Fees and Expenses Payment in the total, maximum amount of forty- three thousand three hundred thirty-three dollars (\$43,333.00) for attorneys' fees (one-third (1/3) of the Total Settlement Amount) and expenses not to exceed fifteen thousand dollars (\$15,000.00). The Settlement Administrator will issue to Plaintiff's Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.
- E. **Payment to Plaintiff.** In addition to his Settlement Share, Plaintiff will apply to the Superior Court for a Representative Plaintiff's Payment of not more than five thousand dollars (\$5,000.00). Defendants will not oppose a Representative Plaintiff's Payment of up to five thousand dollars (\$5,000.00). The Settlement Administrator will pay the Class Representative Payments approved by the Superior Court out of the Total Settlement Amount. If the Superior Court approves a Representative Plaintiff's Payment of less than five thousand dollars (\$5,000), the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Representative Plaintiff's Payment, and instead a Form 1099 will be issued to Plaintiff with respect to this payment.
- F. **Settlement Share to PAGA Settlement Group Members.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to the PAGA Settlement Group Members in proportion to the number of weeks worked for Defendants

during the Covered Period. A Form 1099 will be issued to each Settlement Group Member for his/her Settlement Share because the Action sought civil penalties.

G. **Appointment of Settlement Administrator.** The Parties will cooperate in selecting an acceptable Settlement Administrator to resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement; distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurant and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a PAGA Settlement Group Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount.

H. **Procedure for Approving Settlement.**

1. **Motion for an Order Approving the Settlement.**

- a. The Parties will cooperate in seeking approval of the Settlement, including Plaintiff filing a Motion for an Order Approving the Settlement Agreement (the "Motion").
- b. Pursuant to PAGA, on the date Plaintiff files the Motion, Plaintiff will submit to the LWDA the PAGA Notice substantially evidenced by **Exhibit D** to this Agreement, enclosing this Agreement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.
- c. At the hearing on the Motion, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form evidenced by **Exhibit A** to this Agreement.
- d. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Action and be obtained in a manner consistent with the Court's concerns. If no agreement can be reached the Settlement will be

null and void and the Parties will have no further obligations under it. However, an award by the Court of lesser amounts than sought for the Representative Plaintiff's Payment and/or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court with the exception of Plaintiff. The Parties further agree that an Aggrieved Employees' recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section III.I.2.
3. **Notice to PAGA Settlement Group Members.** After the Court enters its order granting the Joint Motion, every PAGA Settlement Group Member will be provided with the Notice Packet, which will include the Notice completed to reflect the order granting the Joint Motion, and the PAGA Settlement Group Member Settlement Information Sheet completed to show the PAGA Settlement Group Member's information, as follows:
  - a. Within twenty-one (21) days after the Court approval of the settlement, Defendants will provide to the Settlement Administrator the names, last known addresses and telephone numbers, Social Security numbers, and Covered Pay Periods of all PAGA Settlement Group Members. The Settlement Administrator shall keep this information confidential and not disclose it to any third parties. If any or all of the PAGA Settlement Group Member's data are unavailable to Defendants, Defendants will use best efforts to deduce or reconstruct their data prior to when it must be submitted to the Settlement Administrator.
  - b. Within five (5) days after receiving the PAGA Settlement Group Members' data from Defendants, the Settlement Administrator will send a Notice Packet to each PAGA Settlement Group Member. The Settlement Administrator will mail this information to all identified PAGA Settlement Group Members, using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the notices.
  - c. If a Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than ten (10)

days from receipt of the returned packet, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice Packet to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.

4. **Resolution of Disputes.** If a PAGA Settlement Group Member disputes the information shown on his or her Settlement Information Sheet, the PAGA Settlement Group Member has thirty (30) days from the date of mailing to so notify the Settlement Administrator to resolve the matter by returning the sheet with the information that he or she contends is correct and including with the sheet any documentation the PAGA Settlement Group Member has to support his or her contention. In the event of such a dispute, Defendants will have the right to review their payroll and personnel records to verify the correct information. The Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the PAGA Settlement Group Member, and non-appealable.
5. **Submission of Judgment.** Plaintiff shall submit a copy of the Judgment in this Action and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after entry of the Judgment and/or order, in compliance with Section 2699(1)(3) of the California Labor Code. The Judgment will be made available to the LWDA and Aggrieved Employees through the Settlement Administrator's website for a period of one (1) year following entry of judgment.
6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate

proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiff or Plaintiff's Counsel from appealing from a refusal by the Court to award the Plaintiff's Counsel attorneys' fees and/or costs sought by them. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendants will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Representative Plaintiff's Payment and/or Plaintiff's attorneys' fees and/or costs will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph, although Plaintiff or Plaintiff's Counsel have the right to appeal from any refusal by the Court to award the Plaintiff's Counsel attorneys' fees and/or costs sought by them.
8. **Timing of Settlement Payments.** Within ten (10) days after the Settlement becomes Final, as defined in this Agreement, the Settlement Administrator will provide Defendants with wire transfer information. Within ten (10) business days after the Settlement Administrator provides Defendants with wire transfer information, Defendants will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within ten (10) days thereafter, the Settlement Shares will be paid to the PAGA Settlement Group Members, the LWDA Payment paid to the LWDA, the Representative Plaintiff's Payment to Plaintiff, Plaintiff's Counsel Fees and Expenses Payment paid to Plaintiff's Counsel, and the Settlement Administrator's fees and expenses.
9. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address. If any PAGA Settlement Group Member's Settlement Share check is not cashed within one hundred twenty (120) days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement



Group Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within one hundred eighty (180) days after it is mailed to him or her, the funds shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the Settlement Group Member's name.

I. **Release and Waiver of Claims.**

1. **Plaintiff.** In consideration of Plaintiff's awarded Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, Plaintiff releases any and all known and unknown claims for violations under PAGA only against Defendants and the Released Parties. This release does not include a release of Plaintiff's individual wage and hour claims and does not include a release of claims for wrongful termination, discrimination, or other related claims. In further consideration of the mutual promises and covenants contained in this agreement, Defendants agree to release any and all claims they may have against Plaintiff relating to or arising from her employment by Defendants and any present and former parents, subsidiaries and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
2. **PAGA Settlement Group Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all PAGA Settlement Group Members release Defendants and the Released Parties from any and all claims under PAGA of whatever kind or nature, whether known or unknown, arising during the Covered Period based on the facts alleged by Plaintiff in the Action and Plaintiff's notice letter to LWDA, including but not limited to claims under Labor Code sections 201-203, 226, 226.7, 227.3, 510, 512, 1174, 1194, 1197, 2802, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").
3. **Waiver of Rights under California Civil Code Section 1542.** Plaintiff's released claims as provided for in part III.I.1 and the PAGA Settlement Group Members' Released Claims include all such respective claims under PAGA only, whether known or unknown by the releasing party. Therefore, with respect only to those respective Released Claims, Plaintiff and the PAGA Settlement Group Members expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

With respect to the PAGA Settlement Group Members' Released Claims, the scope of the waiver of rights and benefits under section 1542 of the California Civil Code is in no way intended by the Parties to extend to any claims beyond the Released Claims; rather, this waiver is intended to apply only to the Released Claims.

- J. **No Effect on Other Benefits.** The Net Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- K. **Confidentiality Preceding Approval.** Prior to filing of the Motion for Settlement Approval, Plaintiff and Plaintiff's Counsel, will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement.
- L. **Confidentiality Post Approval.** After the Court Approval, Plaintiff have not and will not make mention of or allude in any way whatsoever to the existence of this Agreement. Plaintiff's receipt of consideration or the amount of said consideration from Defendants, and each of them, and/or the substance of any discussions involved in the negotiation or creation of this Agreement, will not hereafter disclose any information concerning this Agreement to anyone or anything, except as required by law, and as may be necessary for legitimate law enforcement or compliance purposes, or to Plaintiff's tax, healthcare, legal advisors or representatives, or spouse. Any inquiry regarding any dispute between Plaintiff and Defendants, and each of them, or this Agreement, shall be responded to by stating, with respect to any issues related thereto, only that "it has been resolved." Plaintiff understands that Plaintiff is responsible for notifying Plaintiff's representatives with respect to these confidentiality obligations and is ultimately responsible for both Plaintiff's own and Plaintiff's representatives' compliance with these obligations. This will not prevent Plaintiff's counsel from posting the Settlement Amount on his website without directly or indirectly identifying Defendants and/or Defendants' counsel. This will not prevent Plaintiff from responding to a lawful court-ordered subpoena, however, Plaintiff must comply with the notice obligations set forth herein. Defendants, and each of them, will not hereinafter disclose any information concerning this Agreement to anyone other than those with a need to know in the reasonable course of their business, their professional representatives or in response to legal process. Defendants, and each of them, will use its best efforts to advise its officers, agents

and representatives of the confidentiality obligations. The Parties acknowledge that this non-disclosure provision is a material part of the inducement for each of them to enter into this Agreement.

**M. Miscellaneous Terms.**

**1. No Admission of Liability.**

- a. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or

its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Plaintiff's Counsel and Defendants' Counsel each warrant and represent that they are authorized by their respective clients to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any party is a party to this agreement and will not be liable for any party's breach of any of the terms of this agreement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of

the third business day after mailing by United States mail, addressed as follows:

*To Plaintiff and the Settlement Group:*

Kevin Mahoney  
kmahoney@mahoney-law.net  
Lilit Tunyan  
ltunyan@mahoney-law.net  
Mahoney Law Group, APC  
249 East Ocean Boulevard, Suite 814  
Telephone: (562) 590-5550  
Facsimile: (562) 590-8400

*To Defendants:*

Yunmi Martin  
ymartin@picernereresidential.com>  
Picerne Residential  
5000 Birch Street, Suite 600  
Newport Beach, California 92660  
949-267-1521

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

**IV. EXECUTION BY PARTIES**

The Parties hereby execute this Agreement.

Dated: November 3, 2020

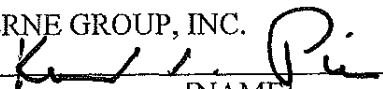
MARIO DORADO

  
Mario A Dorado (Nov 10, 2020 10:06 PST)

Dated: November 3, 2020

THE PICERNE GROUP, INC.

By:

  
[NAME]  
[TITLE]

Dated: November 3, 2020

TPG (CERRITOS) ACQUISITION, LLC

By:

  
[NAME]  
[TITLE]

Dated: November 3, 2020

TPG PROPERTY MANAGEMENT INC.

By:

  
[NAME]  
[TITLE]

**EXHIBIT A**

**[[PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT]**

1 MAHONEY LAW GROUP, APC  
Kevin Mahoney (SBN: 235367)  
2 kmahoney@mahoney-law.net  
Lilit Tunyan, Esq. (SBN: 329351)  
3 ltunyan@mahoney-law.net  
249 East Ocean Boulevard, Suite 814  
4 Long Beach, CA 90802  
Tel: (562) 590-5550  
5 Fax: (562) 590-8400

6 Attorneys for Plaintiff MARIO DORADO, an individual, and on behalf of all similarly situated  
7 employees,

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF ORANGE**

11 MARIO DORADO,

12 Plaintiff,

13 v.

14 THE PICERNE GROUP, INC.; TPG  
15 (CERRITOS) ACQUISITION, LLC; and  
16 DOES 1 through 50, inclusive,

17 Defendants.  
18  
19

Case No. 30-2019-01116690-CU-OE-CXC

**[PROPOSED] ORDER APPROVING  
SETTLEMENT AGREEMENT AND  
ENTERING FINAL JUDGMENT**

Date: -----, 2020  
Time: ----- a.m.

Judge: Hon. Glenda Sanders  
Dept.: CX-10114

Complaint filed: December 6, 2019  
Trial date: None yet set



1 On -----, 2020, a hearing was held on the joint motion of Plaintiff MARIO  
2 DORADO and Defendants THE PICERNE GROUP, INC. and TPG (CERRITOS)  
3 ACQUISITION, LLC (“Defendants”) motion for approval of a settlement agreement pursuant to  
4 California’s Private Attorney General Act (“PAGA”) (the “Settlement”). Kevin Mahoney and  
5 Lilit Tunyan of Mahoney Law Group, APC appeared for Plaintiff; Brett E. Bitzer of Callahan &  
6 Blaine, APLC, appeared for Defendants, respectively. The Court having considered all papers  
7 filed and proceedings herein and otherwise being fully informed, and having made this Judgment  
8 which constitutes a final adjudication of this matter on the merits, and good cause appearing,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall  
11 have the same meaning as given in the PAGA Settlement Agreement (“Settlement”) executed  
12 between the Parties on \_\_\_\_\_, 2020.

13 2. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab.  
14 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been  
15 given notice of the Settlement. Pursuant to PAGA, on the date the Plaintiff filed the motion seeking  
16 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the  
17 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff’s  
18 notice of the Settlement complied with the statutory requirements of PAGA.

19 3. The Court confirms approval of the Settlement as to the following group of  
20 individuals, collectively referred to as the “PAGA Settlement Group Members”:

21 The forty-six (46) current and former non-exempt employees of  
22 Defendants in California at any time during the period from  
23 October 2, 2018 to the date that the Court approves this Settlement.  
24 The Total Settlement Amount will not be increased unless there is  
25 ultimately 10% more than the forty-six (46) total PAGA Settlement  
26 Group Members from October 2, 2018 through date on which the  
27 Court grants approval of the Settlement (i.e., more than fifty-one  
28 (51) total PAGA Settlement Group Members), in which case the  
Gross Settlement Amount shall be increased proportionally.

26 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA  
27 Settlement Group Members, and over those persons and entities undertaking affirmative  
28 obligations under the Settlement.

1           5.       The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.  
2 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

3           6.       The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to  
4 the Settlement Agreement, which provides instructions for PAGA Settlement Group Members to  
5 dispute and/or correct their Settlement Share before payments are made.

6           7.       The Court finds that each PAGA Settlement Group Member, in accordance with the  
7 Settlement, releases the following “Released Claims” against the Released Parties.

8                   Any and all individual and representative claims under PAGA of  
9 whatever kind or nature, whether known or unknown, arising  
10 during the Covered Period based on the facts alleged by Plaintiff in  
11 the Action and Plaintiff’s notice letter to LWDA, including but not  
12 limited to claims under Labor Code sections 201-203, 226, 226.7,  
227.3, 510, 512, 1174, 1194, 1197, 2802, 2698, 2699.3, and 2699.5,  
the Industrial Welfare Commission Wage Orders, and any resulting  
claim for attorneys’ fees and costs.

13           8.       As to the Released Claims Only, the PAGA Settlement Group Members also waive  
14 and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code.

15           9.       The Court finds that the Total Settlement Amount, Net Settlement Amount, and the  
16 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,  
17 are fair and reasonable.

18           10.      The Court authorizes the Settlement Administrator to calculate and pay the  
19 Settlement Shares, in accordance with the terms of the Settlement.

20           11.      The Court awards the Settlement Administrator in this Action its fees and costs of  
21 \$ \_\_\_\_\_, in accordance with the terms of the Settlement Agreement.

22           12.      The Court awards to Plaintiff’s Counsel in this Action its fees and costs of  
23 \$ \_\_\_\_\_, in accordance with the terms of the Settlement Agreement.

24           13.      The Court approves the allocations and payment of one hundred thirty thousand  
25 dollars (\$130,000.00) as for the compromise of claims brought under PAGA, to be paid in  
26 accordance with the terms of the Settlement. Under the terms of the Settlement, 75% of the Net  
27 Settlement Amount will be paid to the State of California Labor Workforce Development Agency  
28

1 (“LWDA Payment”); the remaining amount of the Net Settlement Amount shall be distributed to  
2 the PAGA Settlement Group Members in accordance with the terms of the Settlement.

3 14. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall  
4 be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for  
5 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California  
6 State Controllers’ Office Unclaimed Property Fund in the name of the individual PAGA Settlement  
7 Group Member for his or her benefit.

8 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes  
9 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,  
10 as well as the Settlement.

11 16. Nothing in this Order and Judgment or the Settlement shall be construed as an  
12 admission or concession by any party. The Settlement and this resulting Order and Judgment simply  
13 represent a compromise of disputed allegations.

14 17. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days  
15 of the date of this Order.

16 18. Within one hundred twenty (120) days of the date of this Order, the Parties are  
17 directed to file a joint status report regarding the status of the distribution of settlement proceeds.  
18 Upon satisfaction that the appropriate payments have been made, the Court will then close this case.

19  
20 **IT IS SO ORDERED AND ADJUDGED.**

21  
22 DATED: \_\_\_\_\_

\_\_\_\_\_  
23 Hon. Glenda Sanders  
24 Orange County Superior Court Judge

**EXHIBIT B**

**[NOTICE OF APPROVAL OF SETTLEMENT]**

## **NOTICE OF SETTLEMENT**

To: *All current and former non-exempt employees of The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC in California at any time during the period from October 2, 2018 to the date that the Court approves this Settlement.*

### **PLEASE READ THIS NOTICE CAREFULLY**

ACCORDING TO THE PICERNE GROUP, INC. AND TPG (CERRITOS) ACQUISITION, LLC, YOU QUALIFY TO RECEIVE MONEY IN CONNECTION WITH A LEGAL SETTLEMENT. TO ENSURE THAT YOUR PAYMENT IS ACCURATELY CALCULATED, READ THE ENCLOSED SETTLEMENT INFORMATION SHEET AND CONFIRM THAT THE INFORMATION ABOUT YOURSELF AND YOUR EMPLOYMENT WITH ALLIANCE AND MERASTAR IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO DO ANYTHING; YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT. IF THE SETTLEMENT INFORMATION SHEET IS INCORRECT, RETURN IT IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE.

### **WHAT IS THIS NOTICE ABOUT?**

A settlement (the “Settlement”) has been reached between Plaintiff Mario Dorado (“Plaintiff”) and Defendants The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC (collectively referred herein as, “Defendants”), in the action pending in the Court brought on behalf of the following individuals (the “Settlement Group”):

*The forty-six (46) current and former non-exempt employees of Defendants in California at any time during the period from October 2, 2018 to [date of court approval]*

The Court has approved the Settlement. You have received this notice because The Picerne Group, Inc.’s and TPG (Cerritos) Acquisition, LLC’s records indicate that you are a member of the Settlement Group. This notice is designed to inform you of how you can provide corrected information to the Settlement Administrator, if necessary, to ensure your receipt of your Settlement Share.

### **WHAT IS THIS LAWSUIT ABOUT?**

On December 6, 2019, Plaintiff brought an action entitled “*Mario Dorado, as an individual and on behalf of all similarly situated employees v. The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC*, and DOES 1 through 50, inclusive (the “Action”), pending before Superior Court of the State of California, for the County of Orange (the “Court”), designated as No. 30-2019-01116690-CU-OE-CXC.

In the Action, Plaintiff alleged that Defendants failed to properly pay all wages due to The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC employees in California during the period of October 2, 2018 through *[date of court approval]* in violation Labor Code section 2699, *et seq.* claiming violations of specific sections of the Labor Code including 201-203, 226, 226.7, 227.3, 510, 512, 1174, 1194, 1197, 2802, 2698, 2699.3, and 2699.5 of the California Labor Code. Plaintiff sued for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.* Under PAGA, any recovery of civil penalties is shared between the LWDA, which gets 75% of the penalties recovered, and the allegedly aggrieved employees, who get 25% of the penalties recovered.

Defendants denied and continue to deny all of Plaintiff’s material allegations. Specifically, Defendants contend that they complied with the requirements of the Labor Code and that civil penalties are not recoverable.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and Defendants agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that Plaintiff’s claim in the Action has merit or that it has any liability to Plaintiff or the group of individuals he seeks to represent on that claim. On the contrary, Defendants deny any and all such liability.

## WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition:

*The forty-six (46) current and former non-exempt employees of The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC in California at any time during the period from October 2, 2018 to the date that the Court approves this Settlement.*

You are receiving this notice because Defendants' records indicate that you are part of the Settlement Group.

## WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. **Settlement Shares.** Pursuant to PAGA, 75% of the Net Settlement Amount will go to the LWDA. The remaining 25% of the Net Settlement Amount will be distributed to Settlement Group Members in proportion to the number of weeks that they were an employee of The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC.
2. **Payment of Settlement Shares.** The Settlement Shares and other amounts awarded by the Court will be paid after entry of the final judgment. Checks for Settlement Shares must be cashed within 180 days after they are issued, or else the funds they represent will go to the State of California in your name and held for your benefit.
3. **Dispute of Settlement Group Member Information.** If you dispute the validity of any of the information shown on your enclosed Settlement Information Sheet, including the number of workweeks used to calculate your Settlement Share, you must report your dispute to the Settlement Administrator to resolve the matter. In order to do so, you must return the enclosed Settlement Information Sheet to the Settlement Administrator by the deadline of \_\_\_\_\_, informing the Settlement Administrator of the fact of the dispute and the basis for your contention that a different information is correct for you (including any documentary evidence that you have to support your contention). In the event of such a dispute, Defendants will review payroll and personnel records to verify the correct information. Defendants' records will have a rebuttable presumption of correctness. After consultation with you, Defendants', and Plaintiff's Counsel, the Settlement Administrator will make a final determination.
4. **Settlement Group Member Release.** The Settlement approved by the Court includes a release by Settlement Group of any and all representative claims under PAGA of whatever kind or nature, whether known or unknown, arising during the Covered Period based on the facts alleged by Plaintiff in the Action and Plaintiff's notice letter to LWDA, including but not limited to PAGA claims for alleged violations of Labor Code sections 201-203, 226, 226.7, 227.3, 510, 512, 1174, 1194, 1197, 2802, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").

The Released Claims include all such claims, whether known or unknown under PAGA. Therefore, as a Settlement Group Member, and only as to the Released PAGA Claims, you expressly waive and relinquish the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

## WHAT ARE MY RIGHTS AS A SETTLEMENT GROUP MEMBER?

1. **Participating in Settlement.** You are a part of the Settlement Group, and therefore, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court and you will be deemed to have released the PAGA claims against Defendants and the other released parties described above. As a member of the Settlement Group, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

2. **Settlement Information Sheet.** The enclosed Settlement Information Sheet provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share. If the information in the Settlement Information Sheet (including your mailing address) is correct, you need not return the form. If the information contained in the Settlement Information Sheet is not correct, correct the information on the sheet and return it to the Settlement Administrator. If you believe information (other than your name, mailing address, and the last four digits of your Social Security Number) is incorrect, state on the Settlement Information Sheet what you contend is the correct information and also include any documentation you have to support that contention. The Settlement Information Sheet must be completed and returned to the Settlement Administrator postmarked by not later than \_\_\_\_\_, 2020. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.
  
3. **The Settlement Administrator's Address.** If applicable, send your corrected Settlement Information Sheet to the Settlement Administrator at the following address.

*Dorado v. McKnight v. The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC, et al.*  
c/o Phoenix Class Action Administration

P.O. Box 7208  
Orange, CA 92863  
(888) 517-4291

## GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation including the Settlement Agreement, may be examined at the Office of the Clerk of the Court, Superior Court of California for Orange County, 751 West Santa Ana Boulevard, Santa Ana, CA 92701, during the Clerk's normal business hours; or you may contact Plaintiff's Counsel as follows: Kevin Mahoney, Mahoney Law Group, APC, 249 East Ocean Boulevard, Suite 814, Long Beach, CA 90802, (562) 590-5550.

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL ANY OF PLAINTIFF'S COUNSEL LISTED ABOVE.**

Dated: \_\_\_\_\_, 2020.  
By Order of the Court

**EXHIBIT C**

**[SETTLEMENT INFORMATION SHEET]**



**Mario Dorado, as an individual and on behalf of all similarly situated employees v. The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC, Superior Court of the State of California, for the County of Orange, No. 30-2019-01116690-CU-OE-CXC**

**SETTLEMENT INFORMATION SHEET**

**PLEASE REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND PERSONNEL INFORMATION IS CORRECT.**

**IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET: YOU AUTOMATICALLY WILL RECEIVE YOUR SETTLEMENT SHARE.**

**IF ANY OF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION, DATE AND SIGN THIS FORM (AT THE BOTTOM OF THE PAGE), AND MAIL IT, POSTMARKED NOT LATER THAN \_\_\_\_\_, 2020, TO:**

Settlement Administrator  
[Address]

**PERSONNEL INFORMATION FOR  
INDIVIDUAL RECEIVING THIS NOTICE**

**Name:**

\_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Last four digits of Social Security number:**

\_\_\_\_\_

**Number of weeks employed by The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC from October 2, 2018 through [DATE OF APPROVAL]:**

\_\_\_\_\_

Based on this information, your estimated settlement share is \$<<SHARE>>. Your actual settlement share may end up being higher or lower than estimated.

**IF ANY OF THE INFORMATION SHOWN ABOVE IS NOT CORRECT, PLEASE SO INDICATE BELOW. IF YOU ARE DISPUTING YOUR NUMBER OF WORKWEEKS, STATE WHAT YOU BELIEVE TO BE THE CORRECT NUMBER OF WORKWEEKS AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR CONTENTION.**

<b>Corrected Information</b>	
Corrected Name	_____
Corrected Mailing Address (include telephone number, starting with area code)	_____ _____ _____
Corrected last four digits of Social Security number (you are <b>not</b> required to provide your entire Social Security number)	_____
Corrected number of weeks employed by The Picerne Group, Inc. and TPG (Cerritos) Acquisition, LLC (DO NOT include any weeks outside of October 2, 2018 to [DATE OF APPROVAL])	_____

I declare under penalty of perjury under the laws of California that the foregoing is true and correct and was executed on \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Signature)

**PLEASE REMEMBER: IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOUR RECEIPT OF YOUR SETTLEMENT SHARE.**

**EXHIBIT D**

**[PAGA NOTICE]**



Joshua D. Klein, Esq.  
(562) 590-5550 phone  
(562) 590-8400 facsimile  
[jklein@mahoney-law.net](mailto:jklein@mahoney-law.net)

September 11, 2019

**Via Certified Electronic Mail**

LABOR AND WORKFORCE DEVELOPMENT AGENCY  
[PAGAFilings@dir.ca.gov](mailto:PAGAFilings@dir.ca.gov)

**VIA U.S. MAIL & CERTIFIED MAIL# 7017 2620 0001 1246 2438**

***Return Receipt Requested***

The Picerne Group, Inc.  
5000 Birch Street, Suite 600  
East Tower  
Newport Beach, CA 92660

**VIA U.S. MAIL & CERTIFIED MAIL# 7017 2620 0001 1246 2445**

***Return Receipt Requested***

TPG (Cerritos) Acquisition, LLC  
5000 Birch Street, Suite 600  
Newport Beach, CA 92660

*Re: Mario Dorado v The Picerne Group, Inc. dba TPG Property Group, et al.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; The Picerne Group, Inc. dba TPG Property Group; TPG (Cerritos) Acquisition, LLC

From: Mario Dorado, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

**Factual Statement**

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Mario Dorado ("Mr. Dorado" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

**Theories of Labor Code Violations and Remedies**

The Picerne Group, Inc. dba TPG Property Group, and TPG (Cerritos) Acquisition, LLC

(collectively, “TPG” or “Employer”) are California corporations and limited liability companies, respectively, that acquire, own, and/or operate real estate ventures throughout California. Mr. Dorado began his employment with Employer in or around May 2018, until his termination in or around March 2019.

Mr. Dorado alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1174, 1194, and 2802, by failing to provide Mr. Dorado and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to reimburse all necessary business expenditures, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment. Mr. Dorado and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

TPG failed to provide Mr. Dorado and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.

Mr. Dorado alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Mr. Dorado and other aggrieved employees allege that they did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4<sup>th</sup> 1004, 1041-42.) In fact, at times Employer did not have sufficient employees to provide relief for meal periods and thereby required Mr. Dorado and other aggrieved employees to continue working throughout all their meal periods. When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period.

Mr. Dorado further alleges that he and other aggrieved employees did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Mr. Dorado and other aggrieved employees were generally precluded from taking rest periods due to Employer’s failure to sufficiently staff shifts to provide relief and thereby allow Mr. Dorado and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Mr. Dorado alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not provided. Employer’s conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

TPG failed to pay Mr. Dorado and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Mr. Dorado and other aggrieved employees at the legally mandated

wage rates for all hours worked in violation of California law. Mr. Dorado and other aggrieved employees allege that Employer had a policy and/or practice of rounding the hours worked by Mr. Dorado and other aggrieved employees to the nearest hour worked. In doing so, Employer failed to provide compensation at the minimum wage rate for all hours worked as required by the Labor Code. Employer's failure to provide Mr. Dorado and other aggrieved employees pay for all hours worked is a violation of California's minimum wage laws, as Mr. Dorado and other aggrieved employees should have been provided at least the applicable minimum wage for all hours worked.

Further, as Mr. Dorado and other aggrieved employees already worked shifts of at least eight (8) hours per day, all hours worked but not compensated were required to be compensated at a rate of at least one-and-a-half times each employee's base rate of pay. To the extent such hours exceeded twelve (12) in one day or eight (8) on the seventh consecutive day worked, such hours were required to be compensated at a rate of at least two times each employee's base rate of pay. Employer's failure to provide Mr. Dorado and other aggrieved employees *any* pay whatsoever for off-the-clock hours worked therefore necessarily resulted in overtime violations and minimum wage violations as well.

Employer's failure to pay minimum wage and applicable overtime rates to Mr. Dorado and other aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510 and 1194.

TPG failed to compensate Mr. Dorado and other aggrieved employees for all necessary business expenditures incurred during their employment

Mr. Dorado and other aggrieved employees were provided shirts bearing Employer's logo; however, Mr. Dorado and other aggrieved employees were required to wash and maintain these shirts at each employee's own expense. Furthermore, Mr. Dorado and other aggrieved employees drove their own vehicles for work-related purposes; however, Mr. Dorado and other aggrieved employees did not receive reimbursement for all miles driven for Employer.

Employer's failure to provide complete compensate for all necessary business expenditures incurred by Mr. Dorado and other aggrieved employees in direct consequence of their duties to Employer is actionable under PAGA as a violation of Labor Code section 2802.

TPG failed to provide Mr. Dorado and other aggrieved employees compliant wage statements, and failed to pay all wages earned at the time their employment ended

Mr. Dorado and other aggrieved employees received wage statements that failed to list the total hours worked as required by Labor Code 226. Further, by failing to include on Mr. Dorado's and other aggrieved employees' pay stubs all rest and meal break premium wages, reimbursement for all necessary business expenditures, and full compensation for all hours worked, Employer failed to keep accurate payroll records and failed to provide Mr. Dorado and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

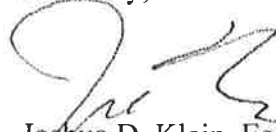
Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Dorado becomes aware of additional compensation owed or losses incurred by Mr. Dorado or by any other aggrieved employee of the Employer, Mr. Dorado expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC  
Joshua D. Klein, Esq.  
249 E. Ocean Blvd., Suite 814  
Long Beach, CA 90802  
Tel: (562) 590-5550  
Email: [jklein@mahoney-law.net](mailto:jklein@mahoney-law.net)

Sincerely,



Joshua D. Klein, Esq.

**MAHONEY LAW GROUP, APC**