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Attorneys for Plaintiff VINCENT LESLIE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

VINCENT LESLIE, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

P.F.C. ENTERPRISES, INC. dba ALLEN
PROPERTIES, a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. CIVSB2207363

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: January 4, 2024

Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept.: S-26

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff VINCENT LESLIE (hereafter "Plaintiff") in this wage and hour class action filed against
6 P.F.C. ENTERPRISES, INC. dba ALLEN PROPERTIES (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiff's motion for Preliminary
8 Approval of Class and PAGA Action Settlement.

9 **I. EXHIBITS**

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the Stipulation of Settlement
11 of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement Agreement").
12 Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Class Notice.

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
14 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
15 and Motion for Preliminary Approval of Class and PAGA Action Settlement evidencing Class
16 Counsel's compliance with California Labor Code Section 2699(1)(2).

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
18 administration submitted by Apex, in the amount of \$8,500.

19 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm, APC's
20 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
21 Class Counsel.

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
26 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
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1 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
2 not have to wait (possibly years) for relief.

3 8. Given that there are approximately 310 Settlement Class Members, *the average gross*
4 *recovery is approximately \$1,402.69* (Net Settlement Amount divided by Class Members).

5 9. At the time of mediation there were approximately 213 PAGA Employees who worked
6 approximately 14,500 pay periods during the PAGA Period.

7 10. As discussed below, the proposed Settlement satisfies all criteria for preliminary
8 settlement approval and falls within the range of reasonableness. The average Individual Settlement
9 Payment to the Settlement Class meets or exceeds awards in similar wage and hour class actions.
10 Accordingly, Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

11 **III. FACTS AND PROCEDURE**

12 **A. Overview of the Litigation**

13 11. Defendant is a real estate, rental, and leasing company, managing a number of residential
14 properties in California, including in San Bernardino County where Plaintiff worked. This action
15 asserts claims on behalf of all current and former non-exempt employees who worked for Defendant
16 during the Class Period. Plaintiff worked for Defendant as a non-exempt employee in California from
17 2006 to February of 2021. At all times during his employment, Plaintiff earned an hourly wage and was
18 entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all
19 hours worked. Throughout his employment, Plaintiff was subject to Defendant's written policies and
20 procedures contained in, among other documents, the "Employee Handbook."

21 12. Generally, Plaintiff claims that Defendant failed to furnish accurate itemized wage
22 statements that correctly identified the name of the employer, failed to provide compliant meal and rest
23 periods, failed to pay for all time worked, and failed to pay all wages upon separation. Defendant
24 forcefully denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied
25 with all applicable employment laws and raised several other significant defenses to Plaintiff's claims,
26 including but not limited to, asserting that it issued compliant wage statements, maintained facially
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1 compliant meal and rest period policies, paid for all hours worked, and timely paid all wages due upon
2 separation of employment.

3 13. On January 20, 2022, Plaintiff served Defendant and the Labor and Workforce
4 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
5 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions
6 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
7 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
8 Code Sections 2698 *et seq.* (“PAGA”).

9 14. On April 1, 2022, Plaintiff filed a class action complaint in the San Bernardino County
10 Superior Court, Case Number CIVSB2207363 (“Action”). The Action alleged ten causes of action
11 against Defendant for: (1) Violation of California Business & Professions Code §§ 17200, *et seq.*; (2)
12 Violations of California Labor Code §§ 1194, 1197, 1197.1 (Unpaid Minimum Wages); (3) Violation
13 of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (4) Violation of California Labor Code
14 §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (5) Violation of California Labor Code §§ 226.7
15 (Unpaid Rest Period Premiums); (6) Violation of California Labor Code § 226(a) (Non-Compliant
16 Wage Statements); (7) Violations of California Labor Code §§ 201, 202, 203 (Final Wages Not Timely
17 Paid); (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses); (9) Violations
18 of California Labor Code §§ 221 and 223 (Unlawful Deductions); and (10) Violation of the California
19 Labor Code §§ 2698 *et seq.* (Private Attorneys General Act).

20 15. Following some initial law and motion practice, including Defendant’s Motion for
21 Change of Venue, the Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed
22 to informally exchange additional documents and data points subject to the mediation privilege,
23 including but not limited to, employee handbooks, the Class Members’ time data, certain payroll data
24 points, and the Class Members’ wage statements. As discussed *infra*, Plaintiff’s counsel retained the
25 forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

26 16. On May 1, 2023, the Parties participated in a full day mediation with mediator Jill R.
27 Sperber, Esq. At all times, the Parties’ negotiations were at an arm’s length, adversarial, and non-
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1 collusive. Mediator Sperber arrived at her mediator's proposal after hearing arguments, reviewing
2 evidence, and evaluating the Parties' respective claims and defenses. Once the Parties agreed to the
3 Mediator's proposal, the negotiated and signed a Memorandum of Understanding. After reaching an
4 agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is
5 the subject of the instant motion.

6 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

7 17. Months before filing the Action, Class Counsel began their pre-filing investigation into
8 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
9 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
10 including his wage statements. At the conclusion of the interviews, Class Counsel determined that each
11 Plaintiff's complaints justified further inquiry.

12 18. Class Counsel also requested Plaintiff's employee file from Defendant. In response,
13 Defendant produced various documents, including but not limited to, copies of Plaintiff's employment
14 agreements, payroll and time records, and separation documents. Class Counsel reviewed and analyzed
15 the documents and determined the documents appeared to substantiate Plaintiff's claim that Defendant
16 failed to, among other things, issue accurate itemized wage statements, provide compliant meal and rest
17 periods, and pay for all time worked.

18 19. Considering the many anticipated factual disputes, the Parties agreed that it would be in
19 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested
20 documents and data points to further evaluate Plaintiff's claims, Defendant's liability exposure to the
21 Class Members, and Defendant's ability to pay any settlement. In response to Class Counsel's request,
22 Defendant produced time records for the Class Members, aggregate workweek and pay period data for
23 the Class Members, aggregate meal premiums paid to the Class Members, average hourly rate for the
24 Class Members, and copies of applicable handbooks, policies, and agreements containing, *inter alia*,
25 compensation, timekeeping, and meal and rest period policies. In total, Defendant produced over
26 twenty-three thousand pages of time and payroll data, wage statements, and wage and hour policies for
27 Class Counsel to analyze.

20. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services, specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases. Stated differently, BCG is well-qualified to analyze Defendant's time and payroll data.

21. BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of work shifts, workweeks, pay periods, average length of shift and average number of hours worked per week and pay periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and rest periods, the amount of missed meal period premiums paid during the Class Period, and the amount of unpaid overtime, meal period premiums and redeemed sick as a result of Defendant's failure to properly calculate the regular rate of pay.

22. In advance of mediation, Class Counsel created several damage models predicated on the BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure while accounting for the uncertainties of continued litigation. These damage models informed and guided Class Counsel during the mediated settlement discussions.

23. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Settlement Class's time and payroll records; (5) analyzing Defendant's labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

1 24. Class Counsel only agreed to enter the Settlement following this thorough investigation
2 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
3 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
4 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this
5 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
6 reasonable, and adequate, the Court should preliminarily approve the Settlement.

7 **C. The Parties Settled at Mediation**

8 25. On May 1, 2023, the Parties conducted a full day of mediation with Jill R. Sperber, Esq.,
9 a mediator of wage and hour class and representative actions. Mediator Sperber helped manage the
10 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The
11 Parties made substantial progress with Mediator Sperber's assistance. Namely, the Parties exchanged
12 information regarding their respective claims and defense, including their respective evaluation of the
13 damages. Although the mediation concluded without a settlement, the Parties' subsequently accepted a
14 mediator's proposal, signed a Memorandum of Understanding, and entered into a long-form settlement
15 agreement, the complete and final terms of which are now set forth in the Agreement. Class Counsel
16 submit that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at
17 issue.

18 **IV. ARGUMENT**

19 **A. The Court Should Preliminarily Approve the Proposed Class Action Settlement**

20 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by
21 Experienced Counsel.

22 26. The Parties participated in mediation with the highly respected mediator Jill R. Sperber,
23 Esq. Mediator Sperber managed the Parties' expectations and provided a useful, neutral analysis of the
24 issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL),
25 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably
26 against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d
27 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
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proceedings were free of collusion and undue pressure.”).) Prior to and during the mediation and settlement discussions, the Parties exchanged information and engaged in a detailed discussion regarding their evaluate of the case and various aspects of the matter. At all times, the Parties’ negotiations were at an arm’s length, adversarial, and non-collusive. After agreeing to a mediator’s proposal and signing a Memorandum of Understanding, the Parties drafted and negotiated a long-form settlement which is the subject of the instant motion. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

2. Class Counsel’s Thorough Investigation Provided an Objective Measurement of the Settlement’s Reasonableness.

27. As set forth in greater detail above, Class Counsel conducted a very thorough investigation into the factual and legal issues in dispute. In addition to informal discovery, document review, data analysis and legal research, Class Counsel also researched similar wage and hour actions. Although no two cases are identical, this research provided Class Counsel with a marker to inform settlement discussions and, ultimately, to measure this settlement against. The investigation allowed Class Counsel to realistically assess the value of the claims and intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement now before the Court.

28. Class Counsel only agreed to enter the Settlement following their thorough investigation and evaluation of Plaintiff’s claims. Based on this investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this Agreement to be in the best interests of the Class Members. Because the Settlement’s terms are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

A. **The Gross Settlement Amount Meets the Recognized Range of Reasonableness.**

29. The Gross Settlement Amount of \$770,000.00 is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring Defendant’s liability exposure while accounting for the uncertainties of continued litigation. The

1 various models were informed by Class Counsel's investigation, including the analysis of a significant
2 sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claim*
3 damages (excluding statutory and PAGA Penalties) at \$1,962,965.33. Thus, the Gross Settlement
4 Amount of \$770,000.00 represents approximately 39.23% of Defendant's *class-wide* liability exposure
5 for damages as estimated by Class Counsel at the time of mediation. The following summarizes
6 Defendant's estimated exposure.

7 (1) Exposure for Meal Period Violations

8 30. Plaintiff alleged that Defendant failed to provide compliant meal periods. Specifically,
9 Plaintiff alleges that as a result of Defendant's unlawful rounding policy and practice of automatically
10 deducting meal periods whether or not they were taken, Plaintiff and Class Members were not provided
11 meal period premiums for meal period violations that occurred during the Class Period.

12 31. Conversely, Defendant argued, among other things, that they did not engage in a practice
13 of automatically deducting meal periods and provided all of their employees with the opportunity to take
14 compliant meal periods. Defendant also argued that they maintained facially compliant meal period
15 policies. Plaintiff estimated Defendant's exposure for this claim at \$820,931.

16 (2) Exposure for Rest Period Violations.

17 32. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
18 Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Class
19 Members were not able to take timely and duty-free rest periods.

20 33. Again, Defendant denied liability and asserted that they maintained legally compliant rest
21 period policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the
22 evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost
23 entirely, on Class Member testimony, making it a riskier claim at class certification and liability stages.
24 Certification likely would have required depositions of Class Members who provided declarations, and
25 Defendants argued that they obtained opposing declarations stating either rest breaks were taken, or rest
26 breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013
27 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that
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1 Defendants may have an illegal, written rest break policy is insufficient for this Court to find that
2 common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012)
3 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not
4 generate uniform practices.”). Notwithstanding the credible defenses, Plaintiff assumed a 25%
5 violation rate and estimated Defendant’s exposure for this claim at \$820,931.

6 (3) Exposure for Failure to Pay for All Hours Worked

7 34. Plaintiff also alleged that Defendant required its employees to perform work, such as
8 responding to work-related communications, before and after their scheduled shifts, in violation of
9 California law requiring employees to be compensated for all time spent under an employer’s control.
10 BCG estimated that Defendant’s failure to compensate Plaintiff and the Class Members for off-the-
11 clock work resulted in \$145,943.33 in unpaid wages. Defendant denied liability and asserted that
12 employees were paid all wages and that all work performed by Plaintiff and the Class Members was
13 performed on-the-clock.

14 (4) Exposure for Unreimbursed Business Expenses

15 35. Plaintiff alleged that Defendant required Class Members to incur personal expenses for
16 the use of their own personal cellular phones. California employers who require employees to incur
17 personal business expenses for work purposes must reimburse the employee for the cost incurred. (*See*
18 Cal. Lab. Code § 2802(a), providing that “[a]n employer shall indemnify his or her employee for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
20 or her duties, or of his or her obedience to the directions of the employer....”). However, Defendant
21 failed to fully reimburse Plaintiff and Class Members for the costs incurred for the use of their personal
22 cellular phones in violation of California Labor Code section 2802.

23 36. Again, Defendant denied any liability for this claim. Defendant argued that most of its
24 employees did not use cellphones as a part of the performance of their duties and on the rare occasion
25 where employees did incur business expenses for the use of their cellphones, these expenses were fully
26 reimbursed. Plaintiff estimated Defendant’s exposure for this claim at \$175,160.

27 (5) Exposure for Wage Statement Violations and Waiting Time Penalties

37. Plaintiff alleges that Defendant’s alleged violations resulted in derivative violations of Labor Code sections 203 and 226(a). Plaintiff’s primary claim alleged that Defendant issued wage statements that failed to identify the correct name and address of the legal entity that employed the Class Members, in violation of Labor Code section 226(a)(8). Here, Class Members worked at various different residential properties owned by Defendant. Plaintiff alleged that Defendant listed non-registered fictitious business names on wage statements issued to the Class Members. Similarly, Plaintiff alleged Defendant also listed the addresses of the respective properties where Class Members worked, rather than Defendant’s address as provided on the California Secretary of State. Plaintiff relied primarily on the Court of Appeal’s opinion in *Noori v. Countrywide Payroll & HR Solutions, Inc.* (2019) 43 Cal.App.5th 957, which held that an employer’s use of unregistered fictitious business names on wage statements violated Labor Code section 226(a)(8). Further, Plaintiff alleged that Defendant’s violations of other Labor Codes resulted in derivative violations of Labor Code section 226(a). Class Counsel considered the arguable presence of various penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could argue that Plaintiff could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code section 203. Additionally, Defendant could argue that Plaintiff could not show that Class Members suffered an “injury” because of wage statement violations, as required by Labor Code section 226. Defendant could also argue that that meal and rest period violations do not entitle employees like Plaintiff and the Class Members to pursue the derivative waiting time and itemized wage statement penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 927). Plaintiff could not give the penalty claims great weight given that they depended on proving the underlying claims, which had their own risks. Plaintiff estimated Defendant’s exposure for these claims at \$1,436,776, which is comprised of \$616,776 for waiting time penalties and \$820,000 for wage statement penalties.

(6) Defendant's PAGA Exposure

38. In all, Class Counsel projected Defendant's liability exposure for PAGA claims at \$5,075,000 if successful at trial.

39. Here, the Parties negotiated a good faith payment for PAGA Penalties in the amount of \$40,000 which is 5.2% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties (\$30,000) will be paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) of the PAGA Penalties (\$10,000) being distributed to the PAGA Employees, which is within the range of PAGA Penalties approved by courts and should be approved.

40. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove that each PAGA Employee suffered a violation for each pay period the employee worked. Again, Defendant raised several defenses that presented serious threats to the claims of the Plaintiff and the PAGA Employees. In addition to those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and manageability as to the rest period claims.

B. Inherent Risks of Continued Litigation Support Preliminary Approval

41. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176

1 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
2 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
3 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
4 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
5 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
6 certification of driver meal and rest period claims based on the predominance of individual issues).
7 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
8 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
9 settlement.

10 42. Finally, continuing to litigate this action would require continued and extensive resources
11 coupled with significant Court time to proceed through trial and post-trial motions; which can often
12 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
13 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
14 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
15 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
16 the risk of an appeal and subsequent reversal is real.

17 43. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$770,000.00 that
18 is approximately 39.23% of Defendant's *class-wide* liability exposure for damages, and approximately
19 22.65% of Defendant's maximum class wide liability exposure for damages and statutory penalties.
20 Given the amount of the settlement here, as compared to potential value of the claims, offset by the
21 various inherent risks to continued litigation, the settlement is fair and reasonable.

22 **B. Proposed Notice Informs the Class About the Case and Settlement**

23 44. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
24 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
25 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
26 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure, and time
27 period within which to requests for exclusions or objections to the Settlement, the date for the final

1 approval hearing, the formula used to calculate settlement payments, and the terms and scope of the
2 Released Class Claims. Agreement at § III(L)(2)(a). The Parties negotiated this method to ensure
3 delivering the most reasonable method of notice to the Class Members while ensuring cost effective
4 administration of the Settlement.

5 **C. The Court Should Preliminarily Approve the Enhancement Award**

6 45. The Settlement provides for a Class Representative Service Award of \$10,000 for
7 Plaintiff. The Class Representative Service Award is fair and reasonable compensation for the
8 Plaintiff's efforts bringing the action, assisting Class Counsel with the litigation and settlement,
9 regularly conferring with Class Counsel on the status of his case and the strategies for prosecuting the
10 claims, and reviewing the proposed Settlement to ensure that its terms are fair and provide adequate
11 relief for the Settlement Class.

12 46. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
13 Representative Service Award once preliminary approval of the Settlement is granted. Plaintiff
14 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated
15 Class Representative Service Award..

16 **D. The Court Should Preliminary Approve the Negotiated Attorneys' Fees and**
17 **Expenses**

18 47. Class Counsel took this matter on a contingency fee basis and invested significant time
19 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
20 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class
21 Members. Considering the positive outcome for the Class Members, and in light of the supporting
22 authority, the proposed Attorneys' Fees and Attorneys' Expenses payment is fair and reasonable.

23 48. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Attorneys'
24 Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
25 above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

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54. A class action is superior to a multitude of individual lawsuits. Given the size and amount of each individual claim, the Class Members likely have little incentive to litigate their claims on an individual basis because the out-of-pocket expense and personal commitment necessary to litigate each claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication.

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55. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC (a California Limited Liability Partnership), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees throughout California in wage and hour class actions and PAGA actions. The Firm currently consists of myself, Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Brett De La Torre, Esq. (Associate Attorney), Tesla Stone (Paralegal), and Jennifer Hemingway (Administrative Assistant), and Madelyn Uchiyama (Legal Assistant).

56. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved employees. I have extensive experience with wage and hour class and representative actions litigation in this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “4.”** Some of the cases the Firm has undertaken are also set forth in **Exhibit “4”**.

57. I have represented consumers and employees in California class actions, and complex party product liability actions exclusively for more than 13 years. I have been in practice as aiffs' civil litigation attorney since April 2007.

58. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered
 less of \$75 million on behalf of the Firm's clients.

59. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

60. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

/ / /

61. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 8th day of December 2023, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

VINCENT LESLIE, an individual(s), on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

P.F.C ENTERPRISES, INC. dba ALLEN
PROPERTIES, a California Corporation; and
DOES 1 through 50, Inclusive,

Defendants.

Case No.: CIVSB2207363

[Action Filed April 1, 2022]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff VINCENT LESLIE (hereinafter “Plaintiff”), an individual, on
3 behalf of the Settlement Class, and in his representative capacity on behalf of the State of California
4 and the PAGA Employees, and Defendant P.F.C ENTERPRISES, INC. dba ALLEN PROPERTIES
5 (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Leslie v. P.F.C.*
8 *Enterprises, Inc. dba Allen Properties, et al.*, San Bernardino County Superior Court,
9 Case No. CIVSB2207376, filed April 1, 2022.
- 10 B. “PAGA Employees” means all non-exempt employees who are or previously were
11 employed by Defendant and performed work in California during the period of
12 January 20, 2021 to September 27, 2023 (the “PAGA Period”).
- 13 C. “PAGA Employee Payment” means 25% (\$10,000 out of \$40,000) of the PAGA
14 Payment being paid to the PAGA Employees.
- 15 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
16 Class and PAGA Action and Release of Claims.
- 17 E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
18 paid to Class Counsel for the expenses they have incurred of up to \$20,000.00.
- 19 F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
20 Class Counsel for the services they have rendered to Plaintiff and the Settlement
21 Class in the Action, currently not to exceed one-third of the Gross Settlement
22 Amount currently estimated to be \$256,666.67 out of \$770,000.00. Attorneys’ Fees
23 will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and
24 50% to Zakay Law Group, APLC).
- 25 G. “Claims Administrator” means APEX Class Actions, 18 Technology Drive, Ste. 164,
26 Irvine, CA 92618; Tel: 1-800-355-0700; Fax: (949)878-3536. The Claims
27 Administrator establishes, designates and maintains, as a QSF under Internal
28 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which

1 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
2 the claims of Settlement Class Members. The Claims Administrator shall maintain
3 the funds until distribution in an account(s) segregated from the assets of Defendant
4 and any person related to Defendant. All accrued interest shall be paid and distributed
5 to the Settlement Class Members as part of their respective Individual Settlement
6 Payment.

7 H. "Claims Administration Expenses" shall mean the amount paid to the Claims
8 Administrator from the Gross Settlement Amount for administering the Settlement
9 pursuant to this agreement currently estimated not to exceed \$8,500.

10 I. "Class" or the "Class Members" means all non-exempt employees who are or
11 previously were employed by Defendant and performed work in California during the
12 period of April 1, 2018 to September 27, 2023 (the "Class Period").

13 J. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
14 Shani Zakay of Zakay Law Group, APLC.

15 K. "Class Data" means information regarding Class Members that Defendant will in
16 good faith compile from its records and provide to the Claims Administrator. It shall
17 be formatted as a Microsoft Excel spreadsheet and shall include: each Class
18 Member's full name; last known address; Social Security Number; start dates and end
19 dates of employment. In no event will this information ever be shared with or
20 provided to Class Counsel.

21 L. "Class Period" means the period beginning April 1, 2018 through September 27,
22 2023.

23 M. "Class Representative" shall mean plaintiff Vincent Leslie.

24 N. "Class Representative Service Award" means an award in the amount of up to
25 \$10,000, in addition to his Individual Settlement Payment and his individual PAGA
26 Employee Payment, in recognition of his efforts and risks in assisting with the
27 prosecution of the Action and for a general release of all claims against the Plaintiff's
28

Released Parties. The Class Representative Service Award will be paid from the Gross Settlement Amount.

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

P. "Defendant" shall mean P.F.C. Enterprises, Inc. dba Allen Properties.

Q. "Effective Date" means the date by which this Settlement is finally approved as provided herein and the Court's Judgment becomes binding. For purposes of this Agreement, the Judgment becomes binding upon the later of: (i) sixty-two (62) days after service of the notice of entry of Judgment, and no appeal is filed within that period; (ii) if an appeal is filed, then the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested, (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review is denied with prejudice and/or no further review of the judgment can be requested; or (iv) if review is accepted, the day the California Supreme Court affirms the Settlement and the order is not subject to judicial review.

R. "Funding Date" shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement, including payment for all claims, payment of Claims Administration Expenses, Attorneys' Fees, Attorneys' Expenses, Class Representative Service Award, and PAGA Payment. Defendant will pay the Gross Settlement Amount to the Claims Administrator within fifteen (15) days of the Effective Date.

S. "Gross Settlement Amount" means an amount not to exceed Seven Hundred, Seventy Thousand Dollars and Zero Cents (\$770,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of Individual Settlement Payments, Claims Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Class Representative Service Award, and the PAGA Payment and

1 *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment
2 under this Settlement. The employer’s share of payroll taxes shall not be paid from
3 the Gross Settlement Amount and shall remain the sole responsibility of the
4 Defendant. The Gross Settlement Amount shall be all-in with no reversion to
5 Defendant.

6 T. “Individual Settlement Payment” or “Individual Settlement Payments” means the
7 amount payable from the Net Settlement Amount to each Settlement Class Member
8 and excludes any amounts distributed to PAGA Employees pursuant to PAGA.

9 U. “LWDA Payment” means 75% (\$30,000 out of \$40,000) of the PAGA Payment being
10 paid to the Labor and Workforce Development Agency.

11 V. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less
12 Attorneys’ Fees and Attorneys’ Expenses, Class Representative Service Award,
13 PAGA Payment, and Claims Administration Expenses.

14 W. “Notice Packet” means the Class Notice to be provided to the Class Members by the
15 Claims Administrator in the form set forth as **Exhibit A** to this Agreement (other than
16 formatting changes to facilitate printing by the Claims Administrator).

17 X. “Operative Complaint” shall mean the Complaint on file in the Action filed on April
18 1, 2022.

19 Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
20 Labor Code § 2698 *et seq.*

21 Z. “PAGA Payment Ratio” means the respective PAGA Pay Periods during the PAGA
22 Period for each PAGA Employee divided by the sum total of the PAGA Pay Periods
23 for all PAGA Employees during the PAGA Period.

24 AA. “PAGA Pay Periods,” for purposes of calculating the distribution of the PAGA
25 Employee Payment, as defined herein, means the number of pay periods of
26 employment during the PAGA Period that each PAGA Employee worked in
27 California.

- 1 BB. "PAGA Payment" shall mean Forty Thousand Dollars (\$40,000.00) to be allocated
2 from the Gross Settlement Amount, with 25% of the payment going to the PAGA
3 Employees and 75% of the payment going to the Labor and Workforce Development
4 Agency. The amount of the PAGA Payment is subject to Court approval pursuant to
5 California Labor Code section 2699(l). Any reallocation of the Gross Settlement
6 Amount to increase the PAGA Payment will not constitute grounds by either party to
7 void this Agreement, so long as the Gross Settlement Amount remains the same.
- 8 CC. "PAGA Period" means the period beginning January 20, 2021 to September 27, 2023.
- 9 DD. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
10 Plaintiff or Defendant, individually.
- 11 EE. "Payment Ratio" means the respective Workweeks for each Class Member divided
12 by the sum-total Workweeks for all Class Members.
- 13 FF. "Plaintiff" shall mean Vincent Leslie.
- 14 GG. "Plaintiff's Release" means all claims he has or may have against the Released
15 Parties, including a waiver of any and all provisions of California Civil Code section
16 1542, as further defined below.
- 17 HH. "QSF" means the Qualified Settlement Fund established, designated, and maintained
18 by the Claims Administrator to fund the Gross Settlement Amount.
- 19 II. "Released Class Claims" are defined as: (a) all claims asserted in Plaintiff's
20 Complaint, and potential claims reasonably arising out of or in any way relating to
21 the same set of operative facts and/or theories pled therein, including the alleged
22 failure of Defendant to provide Class Members with compensation as required by
23 federal and/or state law, and including but not limited to Class Members' claims and
24 potential claims concerning wages, expense reimbursements, deductions, paid sick
25 leave, record keeping, off the clock work, commissions, incentive pay, bonuses,
26 minimum wages, overtime, meal periods and premiums, rest periods and premiums,
27 timely payment of wages, itemized wage statement penalties and damages under
28 California and/or federal law, including the Fair Labor Standards Act, the failure to

1 pay penalties and premiums under the California Labor Code, including without
2 limitation Labor Code § 201-203, 204, 210, 218.6, 221, 223, 224, 225.5, 226, 226.3,
3 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, Bus. and
4 Prof. Code sections 17200, et seq., the Fair Labor Standards Act, the Wage Orders,
5 and any other claims whatsoever alleged in this action; and (b) the claims for relief
6 asserted in the action. In the event that the Court does not approve the content or
7 scope of this release, or the LWDA elects to investigate the asserted PAGA claims,
8 Defendant may, at its election, rescind the Settlement and all actions taken in
9 furtherance of it will be null and void.

10 JJ. “Released PAGA Claims” are defined as: (a) all PAGA claims asserted in Plaintiff’s
11 Complaint and/or Plaintiff’s PAGA notice to the LWDA, and potential claims
12 reasonably arising out of or reasonably relating to the same set of operative facts
13 and/or theories pled therein, including the alleged failure of Defendant to provide
14 PAGA Employees with compensation as required by federal and/or state law, and
15 including but not limited to PAGA Employees’ claims and potential claims
16 concerning wages, expense reimbursements, deductions, paid sick leave, record
17 keeping, off the clock work, commissions, incentive pay, bonuses, minimum wages,
18 overtime, meal periods and premiums, rest periods and premiums, timely payment of
19 wages, itemized wage statement penalties and damages under California law,
20 including the failure to pay penalties and premiums under the California Labor Code,
21 including without limitation Labor Code § 201-203, 204, 210, 218.6, 221, 223, 224,
22 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
23 2698, et seq., 2802, the Wage Orders, the Labor Code Private Attorneys General Act
24 of 2004, and any other PAGA claims whatsoever alleged in this action; and (b) the
25 claims for relief asserted in the action. In the event that the Court does not approve
26 the content or scope of this release, or the LWDA elects to investigate the asserted
27 PAGA claims, Defendant may, at its election, rescind the Settlement and all actions
28 taken in furtherance of it will be null and void.

- 1 KK. “Released Parties” shall mean Defendant and each of its past or present officers,
2 directors, shareholders, employees, agents, principals, heirs, representatives,
3 members, clients, insurers, and its and their respective successors and predecessors in
4 interest, subsidiaries, affiliates, parent companies and attorneys.
- 5 LL. “Response Deadline” means the date forty-five (45) calendar days after the Claims
6 Administrator mails Notice Packets to Class Members and the last date on which
7 Class Members may submit requests for exclusion or objections to the Settlement.
- 8 MM. “Settlement” means the disposition of the Action pursuant to this Agreement.
- 9 NN. “Settlement Class Members” or “Settlement Class” means all Class Members who
10 have not submitted a timely and valid request for exclusion as provided in this
11 Agreement.
- 12 OO. “Workweeks,” for purposes of calculating the distribution of the Net Settlement
13 Amount, means the number of weeks of employment during the Class Period that
14 each Class Member was employed by Defendant in California.

15 **II. RECITALS**

- 16 A. On January 20, 2022, Plaintiff filed a Notice of Violations with the Labor and
17 Workforce Development Agency (LWDA) and served the same on Defendant.
- 18 B. On April 1, 2022, Plaintiff filed the Action, alleging claims for:
- 19 1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
 - 20 2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1);
 - 21 3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
 - 22 4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the
23 applicable Wage Order);
 - 24 5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the
25 applicable wage order);
 - 26 6. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2
27 *et seq.*);
 - 28 7. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203);

8. Failure to Reimburse for Required Expenses (Labor Code § 2802);
9. Unlawful Deductions; and
10. Violation of the Private Attorneys General Act (Labor Code §§ 2698 et seq.)

C. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and that this action is manageable as a PAGA representative action.

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

E. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant is agreeing to this Settlement solely to avoid the inconveniences and cost of further

litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

F. On May 1, 2023, the Parties participated in mediation presided over by Jill R. Sperber, Esq., a mediator of wage and hour class and PAGA actions. Although the mediation concluded without a settlement, the Parties subsequently accepted a mediator's proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

G. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. 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 Defendant that the claims in the Action of Plaintiff or the Class Members have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

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

I. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

- 1 1. Settlement Consideration. In full and complete settlement of the Action, and
2 in exchange for the releases set forth below, Defendant will pay the sum of
3 the Individual Settlement Payments, the Class Representative Service Award,
4 the Attorneys' Fees and Attorneys' Expenses, PAGA Payment, and the
5 Claims Administration Expenses, as specified in this Agreement, equal to the
6 Gross Settlement Amount of Seven Hundred and Seventy Thousand Dollars
7 (\$770,000.00). The Parties agree that this is a non-reversionary Settlement and
8 that no portion of the Gross Settlement Amount shall revert to Defendant.
9 Other than the Defendant's share of employer payroll taxes and as provided
10 in Section III.A.2 below, Defendant shall not be required to pay more than the
11 Gross Settlement Amount.
- 12 2. Class Size and Workweek Information. Defendant represents that, as of May
13 30, 2023, there were approximately 310 Class Members who worked
14 approximately 36,584 workweeks ("Workweeks") during the Class Period.
15 Defendant will provide a declaration under penalty of perjury confirming the
16 number of applicable Class Members and workweeks they worked during the
17 Class Period one week prior to Plaintiff's deadline to file his motion for
18 preliminary approval of the settlement. If the workweek number increases by
19 more than 10% of the estimate stated herein, the Gross Settlement Amount
20 will increase proportionally for the number of workweeks over 110% of
21 36,584 (40,242).
- 22 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
23 into the QSF, through the Claims Administrator by the Funding Date. Any
24 interest accrued will be added to the NSA and distributed to the Settlement
25 Class Members except that if final approval is reversed on appeal, then
26 Defendant is entitled to prompt return of the principal and all interest accrued.

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

4 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
5 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
6 release the Released Parties from the Released Class Claims for the Class Period.
7 Additionally, upon the Funding Date, any Settlement Class Member who timely cashes
8 (or otherwise negotiates) his or her Individual Settlement Payment check will be
9 deemed to have opted into the action for purposes of the FLSA, and, as to those
10 Settlement Class Members, the Released Claims include any and all claims the
11 Settlement Class Members may have under the FLSA arising under or related to the
12 alleged claims during the Class Period. Only those Settlement Class Members who
13 timely cash their Individual Settlement Payment check will be deemed to have opted
14 into the action for purposes of the FLSA and thereby release and waive any of their
15 claims under the FLSA arising under or relating to the Released Claims. The following
16 language will be printed on the reverse of each Individual Settlement Payment check,
17 or words to this effect: "By endorsing or otherwise negotiating this check, I consent to
18 join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to
19 participate in the settlement of the FLSA claims, and agree to release all of my FLSA
20 claims that are covered by the Settlement."

21 C. Release by the PAGA Employees. As of the Funding Date, in exchange for the
22 consideration set forth in this Agreement, the Plaintiff, the PAGA Employees, the
23 LWDA and the State of California release the Released Parties from the Released
24 PAGA Claims for the PAGA Period. As a result of this release, the PAGA Employees
25 shall be precluded from bringing claims against Defendant for the Released PAGA
26 Claims. In exchange for the PAGA Payment, Defendant cannot henceforth be liable
27 for any penalties pursuant to PAGA stemming from the Released Claims or Released
28 PAGA Claims. The Parties further stipulate and agree that even if any PAGA

1 Employee is considered or determined to be an “aggrieved employee” for purposes of
2 the PAGA, said PAGA Employees waive any potential right to recovery any penalty
3 allowed by the PAGA relating to the Released Claims or Released PAGA Claims.

4 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
5 in this Agreement, in addition to the releases above, Plaintiff waives, releases, acquits
6 and forever discharges the Released Parties from any and all claims, demands, rights,
7 liability and causes of action of every nature and description whatsoever, whether
8 known or unknown, asserted or that might have been asserted, which exist or may exist
9 on either Plaintiff’s behalf as of the Effective Date of this Agreement, including but
10 not limited to any and all tort claims, contract claims, wage claims, wrongful
11 termination claims, disability claims, benefit claims, public policy claims, retaliation
12 claims, statutory claims, personal injury claims, emotional distress claims, invasion of
13 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and
14 all claims arising under any federal, state or other governmental statute, law, regulation
15 or ordinance, including, but not limited to claims for violation of the Fair Labor
16 Standards Act, the California Labor Code, the Wage Orders of California’s Industrial
17 Welfare Commission, other state wage and hour laws, the Americans with Disabilities
18 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
19 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
20 Employment and Housing Act, the California Family Rights Act, the Family Medical
21 Leave Act, California’s Whistleblower Protection Act, California Business &
22 Professions Code Section 17200 et seq., and any and all claims arising under any
23 federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also
24 waives and relinquishes any and all claims, rights or benefits that he may have under
25 California Civil Code § 1542, which provides as follows:

26
27 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
28 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***

1 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
2 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
3 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
4 ***OR RELEASED PARTY.***

5
6 Thus, notwithstanding the provisions of section 1542, and to implement a full and
7 complete release and discharge of the Released Parties, Plaintiff expressly
8 acknowledges this Settlement Agreement is intended to include in its effect, without
9 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
10 the time of signing this Settlement Agreement, and that this Settlement Agreement
11 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
12 has read this Settlement Agreement, including this waiver of California Civil Code
13 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
14 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
15 about the waiver of section 1542, and that Plaintiff understands this Settlement
16 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
17 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
18 discover facts different from or in addition to those Plaintiff now knows or believes to
19 be true regarding the matters released or described in this Settlement Agreement, and
20 even so Plaintiff agrees that the releases and agreements contained in this Settlement
21 Agreement shall remain effective in all respects notwithstanding any later discovery
22 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
23 mistake in connection with the true facts involved in the matters, disputes, or
24 controversies released or described in this Settlement Agreement or with regard to any
25 facts now unknown to Plaintiff relating thereto.

26 E. Conditions Precedent: This Settlement will become final and effective only upon the
27 occurrence of all of the following events:

- 28 1. The Court enters an order granting preliminary approval of the Settlement;

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification; and
4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

- 1 G. Certification of the Settlement Class. The Parties stipulate to conditional class
2 certification of the Class for the Class Period for purposes of settlement only. In the
3 event that this Settlement is not approved by the Court, fails to become effective, or is
4 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
5 Defendant from obtaining a complete resolution of the Released Claims, the
6 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
7 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or procedural.
- 9 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
10 effect of the payments called for, and Class Members and/or PAGA Employees are
11 not relying on any statement or representation by the Parties in this regard. Class
12 Members and/or PAGA Employees understand and agree that they will be responsible
13 for the payment of any taxes and penalties assessed on the Individual Settlement
14 Payments and/or PAGA Employees' individual shares of the PAGA Employee
15 Payment described and will be solely responsible for any penalties or other obligations
16 resulting from their personal tax reporting of Individual Settlement Payments and/or
17 PAGA Employees' individual shares of the PAGA Employee Payment.
- 18 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
19 the "acknowledging party" and each Party to this Agreement other than the
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
21 of this Agreement, and no written communication or disclosure between or among the
22 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
23 such communication or disclosure constitute or be construed or be relied upon as, tax
24 advice within the meaning of United States Treasury Department circular 230 (31 CFR
25 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
26 her or its own, independent legal and tax counsel for advice (including tax advice) in
27 connection with this Agreement, (b) has not entered into this Agreement based upon
28 the recommendation of any other Party or any attorney or advisor to any other Party,

1 and (c) is not entitled to rely upon any communication or disclosure by any attorney
2 or adviser to any other party to avoid any tax penalty that may be imposed on the
3 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
4 any limitation that protects the confidentiality of any such attorney's or adviser's tax
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by
6 the acknowledging party of the tax treatment or tax structure of any transaction,
7 including any transaction contemplated by this Agreement.

8 J. Preliminary Approval Motion. Class Counsel shall use their best efforts to draft and
9 file the motion for preliminary approval within seventy-five (75) calendar days of
10 execution of this Agreement, or within the statutory timeframe as determined by the
11 Court's setting of the preliminary approval hearing, which shall include this Settlement
12 Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 5
13 business days prior to the filing of the Motion to give Defendant an opportunity to
14 propose changes or additions to the Motion.

15 K. Claims Administrator. The Claims Administrator shall be responsible for: establishing
16 and administering the QSF; calculating, processing and mailing payments to the Class
17 Representative, Class Counsel, LWDA and Class Members; printing and mailing the
18 Notice Packets to the Class Members as directed by the Court; receiving and reporting
19 the objections and requests for exclusion; calculating, deducting and remitting all
20 legally required taxes from Individual Settlement Payments and distributing tax forms
21 for the Alleged Wage Portion, the Alleged Penalties and Interest Portion of the
22 Individual Settlement Payments and/or PAGA Employees' individual shares of the
23 PAGA Employee Payment; processing and mailing tax payments to the appropriate
24 state and federal taxing authorities; providing declaration(s) as necessary in support of
25 preliminary and/or final approval of this Settlement; and other tasks as the Parties
26 mutually agree or the Court orders the Claims Administrator to perform. The Claims
27 Administrator shall keep the Parties timely apprised of the performance of all Claims
28 Administrator responsibilities by among other things, sending a weekly status report

1 to the Parties' counsel stating the date of the mailing, the of number of Elections Not
2 to Participate in Settlement it receives (including the numbers of valid and deficient),
3 and number of objections received.

4 L. Notice Procedure.

5 1. Class Data. No later than ten (10) business days after the Preliminary
6 Approval Date, Defendant shall provide the Claims Administrator with the
7 Class Data for purposes of preparing and mailing Notice Packets to the Class
8 Members. In no event will this information ever be shared with or provided
9 to Class Counsel.

10 2. Notice Packets.

11 a) The Notice Packet shall contain the Notice of Class Action Settlement
12 in a form substantially similar to the form attached as **Exhibit A**. The
13 Notice of Class Action Settlement shall inform Class Members and
14 PAGA Class Members that they need not do anything in order to
15 receive an Individual Settlement Payment and/or PAGA Employees'
16 individual shares of the PAGA Employee Payment and to keep the
17 Claims Administrator apprised of their current mailing address, to
18 which the Individual Settlement Payments and/or PAGA Employees'
19 individual shares of the PAGA Employment Payment will be mailed
20 following the Funding Date. The Notice of Class Action Settlement
21 shall set forth the release to be given by all members of the Class who
22 do not request to be excluded from the Settlement Class , the number
23 of Workweeks worked by each Class Member during the Class Period
24 and PAGA Period, if any, and the estimated amount of their Individual
25 Settlement Payment if they do not request to be excluded from the
26 Settlement and each PAGA Employees' share of the PAGA
27 Employment Payment, if any. The Claims Administrator shall use the
28 Class Data to determine Class Members' Workweeks and PAGA

1 Workweeks. The Notice will also advise the PAGA Employees that
2 they will release the Released PAGA Claims and will receive their
3 share of the PAGA Employee Payment regardless of whether they
4 request to be excluded from the Settlement.

5 b) The Notice Packet's mailing envelope shall include the following
6 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
7 ENTITLED TO PARTICIPATE IN A CLASS ACTION
8 SETTLEMENT."

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

19 4. Undeliverable Notices. Any Notice Packets returned to the Claims
20 Administrator as non-delivered on or before the Response Deadline shall be
21 re-mailed to any forwarding address provided. If no forwarding address is
22 provided, the Claims Administrator shall promptly attempt to determine a
23 correct address by lawful use of skip-tracing, or other search using the name,
24 address and/or Social Security number of the Class Member involved, and
25 shall then perform a re-mailing, if another mailing address is identified by the
26 Claims Administrator. In addition, if any Notice Packets, which are addressed
27 to Class Members who are currently employed by Defendant, are returned to
28 the Claims Administrator as non-delivered and no forwarding address is

provided, the Claims Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address, and transmit to the Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline. In the event that the procedures in this Section are followed and the intended recipient of a Notice Packet still does not receive the Notice Packet, the intended recipient shall remain a Class Member and PAGA Employee (if applicable) and will be bound by all terms of the Settlement and any Final Approval Order entered by the Court.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of employment to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Class Member must submit correspondence to the Claims Administrator that is postmarked by no later than forty-five (45) days after the date of mailing of the Notice including a letter explaining the dispute and including any supporting documentation. In the event that there is a disparity between the start and end dates of employment the Class Member claims and the dates indicated by Defendant's records, Defendant's records will control. The Claims Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Claims Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties. The Claims Administrator shall send written notice of the decision on any such claim to the Class Member and counsel for Defendant within ten (10) calendar days of receipt of the dispute.

- 1 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
2 by the Claims Administrator concerning the administration of the Settlement
3 will be resolved by the Court under the laws of the State of California. Before
4 any such involvement of the Court, counsel for the Parties will confer in good
5 faith to resolve the disputes without the necessity of involving the Court.
- 6 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
7 Packet shall state that Class Members who wish to exclude themselves from
8 the Settlement must submit a written request for exclusion to the Claims
9 Administrator by the Response Deadline. A request for exclusion will only be
10 valid if: (1) the Class Member has provided on the request for exclusion the
11 Class Member's full name, current address, and the last four digits of the Class
12 Member's Social Security number; (2) the Class Member has dated and signed
13 the request for exclusion; (3) must be postmarked or fax stamped by the
14 Response Deadline and returned to the Claims Administrator at the specified
15 address or fax telephone number; (4) contain a typewritten or handwritten
16 notice stating in substance that he or she wishes to be excluded from the
17 settlement of the class action lawsuit entitled *Leslie v. P.F.C. Enterprises, Inc.*
18 *dba Allen Properties, et al.*, currently pending in Superior Court of San
19 Bernardino, Case No. CIVSB2207363; and (5) the name and the last four
20 digits of the Class Member's Social Security number provided by the Class
21 Member on the request for exclusion match Defendant's records as provided
22 to the Settlement Administrator. The date of the postmark on the mailing
23 envelope or fax stamp on the request for exclusion shall be the exclusive
24 means used to determine whether the request for exclusion was timely
25 submitted. Any Class Member who submits a timely request for exclusion
26 shall be excluded from the Settlement Class will not be entitled to an
27 Individual Settlement Payment and will not be otherwise bound by the terms
28 of the Settlement or have any right to object, appeal or comment thereon.

1 However, any Class Member that submits a timely request for exclusion that
2 is also a member of the PAGA Employees will still receive his/her pro rata
3 share of the PAGA Settlement, as specified below, and in consideration, will
4 be bound by the Release by the PAGA Employees as set forth herein.
5 Settlement Class Members who fail to submit a valid and timely request for
6 exclusion on or before the Response Deadline shall be bound by all terms of
7 the Settlement and any final judgment entered in this Action if the Settlement
8 is approved by the Court. No later than twenty-one (21) calendar days after
9 the Response Deadline, the Claims Administrator shall provide counsel for
10 the Parties with a declaration attesting to the number of valid and timely
11 requests for exclusions received from Class Members. The Claims
12 Administrator shall also provide Defendant with a complete list of all Class
13 Members who have submitted a valid and timely request for exclusion. At no
14 time shall any of the Parties or their counsel seek to solicit or otherwise
15 encourage Class Members to submit requests for exclusion from the
16 Settlement, or appeal from or seek review of the Court's Final Approval
17 Order.

- 18 8. Defendant's Right to Cancel. If either (i) 10% or more of the Class
19 Members exclude themselves from the Settlement, or (ii) a number of Class
20 Members whose share of the Net Settlement Amount is 10% or more of the
21 Net Settlement Amount exclude themselves from the Settlement, or (iii) both
22 (i) and (ii) occur, Defendant may, at its election, rescind the Settlement and
23 all actions taken in furtherance of it will be thereby null and void. Defendant
24 must exercise this right of rescission, in writing, to Class Counsel, within
25 fourteen (14) calendar days after the Claims Administrator notifies the Parties
26 of the total number of exclusions. If the option to rescind is exercised, then
27 Defendant shall be solely responsible for all Claims Administration Costs
28

1 accrued to the date of rescission. Further, this Agreement may not be used or
2 introduced in further litigation.

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

26 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
27 the Gross Settlement Amount plus any employer’s share of payroll taxes as mandated
28 by law within the time specified hereinabove on the Funding Date. No person or

entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, any Class Members, Class Counsel, or the Claims Administrator based upon distributions and payments made in accordance with this Agreement. In the event that an appeal is filed from the Court's ruling on the Final Approval Order, or any appellate review is sought prior to the date of the Final Approval Order, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Claims Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the PAGA Employees. Using the Class Data, the Claims Administrator shall add up the total number of PAGA Pay Periods for all PAGA Employees during the PAGA Period. The respective PAGA Pay Periods for each PAGA Employee will be divided by the total PAGA Pay Periods for all PAGA Employees, resulting in the "PAGA Payment Ratio" for each PAGA Employee. Each PAGA Employee's PAGA Payment Ratio will then be multiplied by the PAGA Employee Payment to

1 calculate each PAGA Employee's estimated share of the PAGA Employee
2 Payment.

3 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
4 Settlement Payments shall be allocated and treated as 25% wages ("Alleged
5 Wage Portion") and 75% penalties and pre-judgment interest ("Alleged
6 Penalties and Interest Portion"). The Alleged Wage Portion of the Individual
7 Settlement Payments shall be reported on IRS Form W-2 and the Alleged
8 Penalties and Interest Portion of the Individual Settlement Payments shall be
9 reported on IRS Form 1099 issued by the Settlement Agreement.

10 4. Allocation of PAGA Employee Payments. For tax purposes, PAGA Employee
11 Settlement Payments shall be allocated and treated as 100% alleged penalties
12 and shall be reported on IRS Form 1099.

13 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
14 individual shares of the PAGA Payment made to Settlement Class Members
15 and/or PAGA Employees under this Settlement Agreement, as well as any
16 other payments made pursuant to this Settlement Agreement, will not be
17 utilized to calculate any additional benefits under any benefit plans to which
18 any Class Members may be eligible, including, but not limited to profit-
19 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
20 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
21 Parties' intention that this Settlement Agreement will not affect any rights,
22 contributions, or amounts to which any Class Members may be entitled under
23 any benefit plans.

24 6. All monies received by Settlement Class Members under the Settlement which
25 are attributable to alleged wages shall constitute income to such Settlement Class
26 Members solely in the year in which such monies actually are received by the
27 Settlement Class Members. It is the intent of the Parties that Individual
28 Settlement Payments and individual shares of the PAGA Payment provided for

1 in this Settlement agreement are the sole payments to be made by Defendant to
2 Settlement Class Members and/or PAGA Employees in connection with this
3 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
4 Class Members and/or PAGA Employees are not entitled to any new or
5 additional compensation or benefits as a result of having received the Individual
6 Settlement Payments and/or their shares of the PAGA Employee Payment.

7 7. Mailing. Individual Settlement Payments and PAGA Employee Payments
8 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
9 and/or PAGA Employees' last known mailing address no later than thirty (30)
10 business days after the Funding Date.

11 8. Expiration. Any checks issued to Settlement Class Members and PAGA
12 Employees shall remain valid and negotiable for one hundred and eighty (180)
13 days from the date of their issuance. If a Settlement Class Member and/or
14 PAGA Employee does not cash his or her settlement check within 90 days,
15 the Claims Administrator will send a letter to such persons, advising that the
16 check will expire after the 180th day, and invite that Settlement Class Member
17 and/or PAGA Employee to request reissuance in the event the check was
18 destroyed, lost or misplaced. In the event an Individual Settlement Payment
19 and/or PAGA Employee's individual share of the PAGA Payment check has
20 not been cashed within one hundred and eighty (180) days, all funds
21 represented by such uncashed checks, plus any interest accrued thereon, shall
22 be deposited with the State Controller's Unclaimed Property Fund in the name
23 of the Class Member who did not claim the funds.

24 9. Class Representative Service Award. In addition to the Individual Settlement
25 Payment as a Settlement Class Member and his individual share of the PAGA
26 Employee Payment, Plaintiff will apply to the Court for an award of not more
27 than \$10,000.00, as the Class Representative Service Award. Defendant will
28 not oppose a Class Representative Service Award of not more than \$10,000.00

1 for Plaintiff. The Claims Administrator shall pay the Class Representative
2 Service Award, either in the amount stated herein if approved by the Court or
3 some other amount as approved by the Court, to Plaintiff from the Gross
4 Settlement Amount no later than thirty (30) business days after the Funding
5 Date. Any portion of the requested Class Representative Service Award that
6 is not awarded to the Class Representative shall be part of the Net Settlement
7 Amount and shall be distributed to Settlement Class Members as provided in
8 this Agreement. The Claims Administrator shall issue an IRS Form 1099 —
9 MISC to Plaintiff for his Class Representative Service Award. Plaintiff shall
10 be solely and legally responsible to pay any and all applicable taxes on his
11 Class Representative Service Award and shall hold harmless the Released
12 Parties from any claim or liability for taxes, penalties, or interest arising as a
13 result of the Class Representative Service Award. Approval of this Settlement
14 shall not be conditioned on Court approval of the requested amount of the
15 Class Representative Service Award. If the Court reduces or does not approve
16 the requested Class Representative Service Award, Plaintiff shall not have the
17 right to revoke the Settlement, and it will remain binding.

- 18 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
19 Counsel will file a motion for Attorneys' Fees not to exceed one-third of the
20 Gross Settlement Amount currently estimated to be \$256,666.67 **and**
21 Attorneys' Expenses supported by declaration not to exceed Twenty
22 Thousand Dollars (\$20,000.00). Any awarded Attorneys' Fees and
23 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any
24 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
25 not awarded to Class Counsel shall be part of the Net Settlement Amount and
26 shall be distributed to Settlement Class Members as provided in this
27 Agreement. The Claims Administrator shall allocate and pay the Attorneys'
28 Fees to Class Counsel from the Gross Settlement Amount no later than thirty

(30) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Claims Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys’ Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding. The Claims Administrator’s distribution of the Attorneys’ Fees to Class Counsel shall constitute full satisfaction of the obligations to pay any amounts to any person, attorney, or law firm for attorneys’ fees, costs or expenses in the action incurred by any attorney on behalf of the Plaintiff and the Class Members, and shall relieve Defendant and Defendant’s counsel of any other claims or liability to any other attorney or law firm for any attorneys’ fees, costs and expenses to which any of them may claim to be entitled to on behalf of Plaintiff and/or the Class Members.

11. PAGA Payment. Forty Thousand Dollars (\$40,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Payment”). The Claims Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$30,000.00) to the California Labor and Workforce Development Agency no later than thirty (30) business days after the Funding Date (“LWDA Payment”). Twenty-five percent (25%) of the PAGA Payment (\$10,000.00) will be distributed to the PAGA Employees as described in this Agreement (“PAGA Employee Payment”). For purposes of distributing the PAGA Payment to the PAGA Employees, each PAGA Employee shall receive their pro-rata share of the PAGA Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Claims Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Claims Administration Expenses is \$8,500.00. The Claims Administrator shall be paid the Claims Administration Expenses no later than thirty (30) business days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff will provide Defendant with a draft of the Motion at least 5 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Claims Administrator. No later than twenty-one (21) days after the Response Deadline, the Claims Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Claims Administrator to provide.

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

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to effect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibit.
- 20 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate
22 this Agreement and to take all appropriate Action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing
25 this Agreement on behalf of Defendant represents and warrants that he/she is
26 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
27 warrants that he is authorized to sign this Agreement and that he has not assigned any
28 claim, or part of a claim, covered by this Settlement to a third-party.

- 1 T. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any advertising, marketing or promotional purposes, including but not
6 limited to any postings on any websites maintained by Class Counsel, and agree to
7 limit any statements made about the Settlement to only say that “the action has been
8 resolved.” Nothing herein will restrict Class Counsel from including publicly available
9 information regarding this settlement in future judicial submissions regarding Class
10 Counsel’s qualifications and experience. Further, Class Counsel will not include,
11 reference or use the Settlement Agreement for any marketing or promotional purposes,
12 either before or after the Motion for Preliminary Approval is filed.
- 13 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
14 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 15 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
16 shall be governed by and interpreted according to the laws of the State of California.
- 17 W. Execution in Counterparts. This Agreement may be executed in one or more
18 counterparts by facsimile, electronic signature, or email which for purposes of this
19 Agreement shall be accepted as an original. All executed counterparts and each of
20 them shall be deemed to be one and the same instrument. Any executed counterpart
21 will be admissible in evidence to prove the existence and contents of this Agreement.
- 22 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
23 is a fair, adequate and reasonable settlement of this Action and have arrived at this
24 Settlement after extensive arms-length negotiations, taking into account all relevant
25 factors, present and potential.
- 26 Y. Inapplicability of California Code of Civil Procedure Section 384. The Parties agree
27 that California Code of Civil Procedure is not applicable to the Gross Settlement
28 Amount. Neither Plaintiff nor Class Counsel shall take, or cause any other person to

1 take, a position before the Court that CCP Section 384 applies to the Gross Settlement
2 Amount.

3 Z. Court Filings. The Parties agree not to object to any Court filings consistent with this
4 Agreement.

5 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain continuing
6 jurisdiction over this case under CCP Section 664.6 to ensure the continuing
7 implementation of the provisions of this settlement and that the time within which to
8 bring this action to trial under CCP Section 583.310 shall be extended from the date
9 of the signing of this agreement by all parties until the entry of the final approval order
10 and judgment or if not entered the date this agreement shall no longer be of any force
11 or effect.

12 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
13 the Court shall first attempt to construe the provisions valid to the fullest extent
14 possible consistent with applicable precedents so as to define all provisions of this
15 Agreement valid and enforceable.

16 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
17 certification for purposes of this settlement only.

18 DD. Plaintiff's Waiver of Right to be Excluded and Object. By signing this Agreement,
19 Plaintiff is bound by the terms herein stated and further agrees not to request to be
20 excluded from the Settlement and agrees not to object to any of the terms of this
21 Agreement. Any such request for exclusion or objection shall therefore be void and
22 of no force or effect. Plaintiff also agrees to not disparage the Settlement to Class
23 Members or encourage, in any way, Class Members to request to be excluded from the
24 Settlement.

25 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
26 Released Claims have merit and give rise to liability on the part of Defendant.
27 Defendant claims that the Released Claims have no merit and do not give rise to
28 liability. This Agreement is a compromise of disputed claims. Nothing contained in

1 this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant or
3 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
4 than as may be specifically set forth herein, each Party shall be responsible for and
5 shall bear its/his own attorney's fees and costs.

6 FF. Defense. To the extent permitted by law, the Settlement may be pleaded as a full and
7 complete defense to, and may be used as the basis for an injunction against, any action,
8 suit, or other proceedings that may be instituted, prosecuted, or attempted with respect
9 to the Released Claims and/or Released PAGA Claims in breach of or contrary to the
10 Settlement.

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

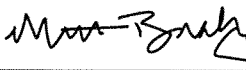
12 DATED: Nov 27, 2023

13 
Vincent E. Leslie (Nov 27, 2023 11:34 PST)

14 Vincent Leslie

15 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

16 DATED: December 7, 2023

17 
P.F.C. ENTERPRISES, INC. dba ALLEN
18 PROPERTIES

19 Matt Bradley

20 Printed Name

21 Director

22 Title

23 IT IS SO AGREED AS TO FORM BY COUNSEL:

24 DATED: November 28, 2023

25 JCL LAW FIRM, A.P.C.

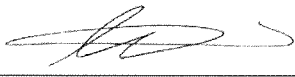
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27 Jean-Claude Lapuyade, Esq.

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Attorneys for Plaintiff and the Settlement Class
Members

DATED: November 28, 2023

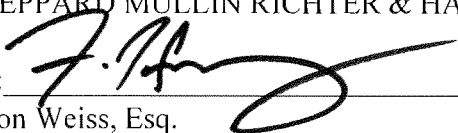
ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.

Attorneys for Plaintiff and the Settlement Class
Members

DATED: December 7, 2023

SHEPPARD MULLIN RICHTER & HAMPTON

By: 
Jason Weiss, Esq.
Frances Hernandez, Esq.

Attorneys for Defendant

EXHIBIT A

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

*(Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties, et al., San Bernardino County Superior Court Case
No. CIVSB2207363)*

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

WHAT IS IN THIS NOTICE

- | | | |
|-----|---|--------|
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1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Vincent Leslie (“Plaintiff”) and Defendant P.F.C. Enterprises, Inc. dba Allen Properties (“Defendant” or “Allen Properties”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of April 1, 2018 to September 27, 2023.

The “Class Period” is the period of time between April 1, 2018 to September 27, 2023.

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

2. What is this class action lawsuit about?

On April 1, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted claims that Defendant: (1) Violated California Business and

Professions Code § 17200 *et seq.*; (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (7) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Unlawful Deductions; and (10) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]

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

Subject to Court approval, the parties reached a settlement of the Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. Why did Allen Properties Join in this Notice?

Allen Properties does not admit to any of the claims alleged in the Action and denies that it owes money for any of the claims in this matter. Allen Properties is settling the Action as a compromise. Allen Properties reserves the right to object and defend itself against any claim if for any reason the Settlement fails.

4. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred and Seventy Thousand Dollars and Zero Cents (\$770,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s attorneys’ fees and expenses, Claims Administration Expenses, the LWDA Payment, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

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

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

- Claims Administration Expenses. Payment to the Claims Administrator, estimated not to exceed \$8,500 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Expenses. Payment to Class Counsel of an award of Class Counsel Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$256,666.67) and Class Counsel Attorneys’ Expenses of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval.

- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, for his services in the Action.
- PAGA Payment. A payment of \$40,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$10,000.00 will be distributed to the PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees, Class Counsel Attorneys' Expenses, the Class Representative Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payments for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Payment to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period of January 20, 2021 to September 27, 2023.

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

Tax Matters. Twenty-five percent (25%) of each Individual Settlement Payment is allocated to alleged wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-five percent (75%) of each Individual Settlement Payment is allocated to alleged interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Payment paid to the PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

5. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as: (a) all claims asserted in Plaintiff's Complaint, and potential claims reasonably arising out of or in any way relating to the same set of operative facts and/or theories pled therein, including the alleged failure of Defendant to provide Class Members with compensation as required by federal and/or state law, and including but not limited to Class Members' claims and potential claims concerning wages, expense reimbursements, deductions, paid sick leave, record keeping, off the clock work, commissions, incentive pay, bonuses, minimum wages, overtime, meal periods and premiums, rest periods and premiums, timely payment of wages, itemized wage statement penalties and damages under California and/or federal law, including the Fair Labor Standards Act, the failure to pay penalties and premiums under the California Labor Code, including without limitation Labor Code § 201-203, 204, 210, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, Bus. and Prof. Code sections 17200, et seq., the Fair Labor Standards Act, the Wage Orders, and any other claims whatsoever alleged in this action; and (b) the claims for relief asserted in the action. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" are defined as: (a) all PAGA claims asserted in Plaintiff's Complaint and/or Plaintiff's PAGA notice to the LWDA, and potential claims reasonably arising out of or reasonably relating to the same set of operative facts and/or theories pled therein, including the alleged failure of Defendant to provide PAGA Employees with compensation as required by federal and/or state law, and including but not limited to PAGA Employees' claims and potential claims concerning wages, expense reimbursements, deductions, paid sick leave, record keeping, off the clock work, commissions, incentive pay, bonuses, minimum wages, overtime, meal periods and premiums, rest periods and premiums, timely payment of wages, itemized wage statement penalties and damages under California law, including the failure to pay penalties and premiums under the California Labor Code, including without limitation Labor Code § 201-203, 204, 210, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, et seq., 2802, the Wage Orders, the Labor Code Private Attorneys General Act of 2004, and any other PAGA claims whatsoever alleged in this action; and (b) the claims for relief asserted in the action. In the event that the Court does not approve the content or scope of this release, or the LWDA elects to investigate the asserted PAGA claims, Defendant may, at its election, rescind the Settlement and all actions taken in furtherance of it will be null and void.

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

6. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (April 1, 2018 through September 27, 2023).

Based on this information, your estimated Settlement Share is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (January 20, 2021 to September 27, 2023).

Based on this information, your estimated PAGA Payment Share is <<_____>>.

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

7. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked or fax stamped no later than _____. The address for the Settlement Administrator is APEX Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The fax telephone number for the Settlement Administrator is _____. The request for exclusion must contain a typewritten or handwritten notice stating in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties, et al.*, currently pending in Superior Court of San Bernardino, Case No. CIVSB2207363. The request for exclusion must contain your full name, current address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be dated and signed by you. No other person may opt out for a member of the Class.

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

9. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, last four digits of the Class Member's Social Security number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties, et al., San Bernardino County Superior Court Case No. CIVSB2207363*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below, but only with the Court's permission.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Allen Properties:

Jason A. Weiss, Esq.
Frances M. K. Hernandez, Esq.
Sheppard Mullin Richter & Hampton
650 Town Center Drive, 10th Flr
Costa Mesa, CA 92626
Tel.: (714) 513-100
E-Mail: jweiss@sheppardmullin.com
fhernandez@sheppardmullin.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Bernardino County Superior Court, Department S-26, located at 247 W 3rd Street, San Bernardino, CA 92415 before Judge Jessica Morgan. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

11. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to ***Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties, et al., San Bernardino County Superior Court Case No. CIVSB2207363***, Settlement Administrator, c/o _____.

All papers filed in this matter, including a copy of the application for fees and costs and service awards, will be available for review via the courthouse and via the civil case information website for the Superior Court of California, County of San Bernardino, available online at <https://cap.sb-court.org>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT 2

EXHIBIT 3

**Quotation Request:**

Jackland Hom
Zakay Law
Jackland@zakaylaw.com
619-255-9047

Case Name:

Leslie v. PFC Enterprises

Date:

Tuesday, October 3, 2023

RFP Number:

90470011

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Estimated Class Size:	310
Certified Language Translation:	Optional
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardized provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	310	\$465.00
USPS First Class Postage	Per Piece	\$0.66	310	\$204.60
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	62	\$124.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0.5	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$75.00	1	\$75.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	Optional
Sub Total:				\$1,176.10

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$82.30	1	\$82.30
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$82.30

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	310	\$465.00
USPS First Class Postage	Per Piece	\$0.66	310	\$204.60
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	31	\$62.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$4,061.60

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

TOTAL ESTIMATED ADMINISTRATION COST:				\$7,200.00
TOTAL ESTIMATED ADMINISTRATION COST WITH SPANISH TRANSLATION:				\$8,500.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);