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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 others similarly
situated,

Plaintiff,

vs.

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

Defendants.

Case No. CIVSB2207363

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: May 9, 2024
Time: 8:30 a.m.

Judge: Hon. Jessica Morgan
Department: S-26

1 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion") to
2 finally approve the Stipulation of Settlement of Class and PAGA Action Claims and Release of
3 Claims ("Agreement") duly came on for hearing on May 9, 2024, before the above-entitled Court.
4 Zakay Law Group, APLC, and the JCL Law Firm, APC appeared on behalf of Plaintiff VINCENT
5 LESLIE ("Plaintiff"). Sheppard Mullin Richter & Hampton appeared on behalf of Defendant P.F.C.
6 ENTERPRISES, INC. dba ALLEN PROPERTIES (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Bernardino ("Court"), Case No.
15 CIVSB2207363, entitled *Vincent Leslie v. P.F.C. Enterprises, Inc.*, and over all Parties to this
16 litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On January 4, 2024, the Court granted preliminary approval of a class-wide
19 settlement. At this same time, the court approved conditional certification of a provisional settlement
20 class for settlement purposes only. The Court confirms this Order and finally approves the
21 settlement and the certification of the Class for settlement purposes only.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on January 26, 2024.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was March 11, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. Two Class Members requested
4 exclusion. As a result, 99.38% of the Class Members will be included in the Settlement Class and
5 will be sent an Individual Settlement Payment.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$770,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. The percentage of objectors and requests for exclusion is small. No
19 objections were received. Two requests for exclusion were received.

20 e. The participation rate is high. 99.38% of Class Members will be
21 included in the Settlement Class and will be sent an Individual Settlement Payment.

22 7. The consideration to be given to the Class Members and PAGA Employees
23 under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and
24 weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate compensation
25 for the release of the Released Class Claims and Released PAGA Claims, given the uncertainties
26 and risks of the litigation and the delays which would ensue from continued prosecution of the
27 Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Class Members and PAGA Employees.

3 **PAGA Penalties Payment**

4 9. The Agreement provides for a PAGA Payment in the amount of \$40,000.00.
5 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
6 the allocation of \$30,000 to the LWDA and \$10,000 to the PAGA Employees is fair and reasonable
7 and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th
8 56.

9 **Class Counsel Award**

10 10. The Agreement provides for a Class Counsel award in the amount of up to
11 Two Hundred Seventy-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven cents
12 (\$276,666.67). Subject to Court approval, the award consists of Attorneys' Fees equal to one-third
13 (1/3) of the Gross Settlement Amount, or Two Hundred Fifty-Six Thousand, Six Hundred Sixty-Six
14 Dollars and Sixty-Seven Cents (\$256,666.67), and reimbursement of Attorneys' Expenses in the
15 amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00).

16 11. An award to Class Counsel of Two Hundred Seventy-Six Thousand, Six
17 Hundred Sixty-Six Dollars and Sixty-Seven cents (\$276,666.67), which is comprised of Attorneys'
18 Fees in the amount of Two Hundred Fifty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-
19 Seven cents (\$256,666.67), and reimbursement of actually incurred Attorneys' Expenses in the
20 amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) is reasonable in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested Attorneys' Fees award represents 1/3 of the Gross
23 Settlement Amount, which is reasonable and at the low end of the range for fee awards in common
24 fund cases and is supported by Class Counsel's lodestar.

25 **Class Representative Service Award**

26 12. The Agreement provides for a Class Representative Service Award of Ten
27 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
28 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is

1 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

2 **Claims Administration Expenses**

3 13. The Agreement provides for Settlement Administration Costs to be paid in
4 an amount not to exceed \$8,500.00. The Declaration of the Settlement Administrator provides that
5 the actual claims administration expenses were \$8,500.00. The amount of this payment is
6 reasonable in light of the work performed by the Settlement Administrator.

7 **II.**

8 **ORDERS**

9 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

10 1. The Class is certified for the purposes of settlement only. The “Class” or
11 “Class Members” is hereby defined to include all non-exempt employees who are or previously
12 were employed by Defendant and performed work in California during the period of April 1, 2018
13 to September 27, 2023. The “Class Period” is defined as the period from April 1, 2018 through
14 September 27, 2023.

15 2. There are 320 members of the Settlement Class. The “Settlement Class” or
16 “Settlement Class Members” means all Class Members who did not submit a timely and valid
17 request for exclusion as provided in the Agreement. The Court finds, based on the declaration of the
18 Settlement Administrator, two Class Members requested to be excluded from the Settlement Class.

19 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
20 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
21 this Order and the terms of the Agreement.

22 4. Class Counsel are awarded Two Hundred Seventy-Six Thousand, Six
23 Hundred Sixty-Six Dollars and Sixty-Seven cents (\$276,666.67), which is comprised of Attorneys’
24 Fees in the amount of one-third of the Gross Settlement Amount, or Two Hundred Fifty-Six
25 Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$256,666.67), and Attorneys’
26 Expenses in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00). Class Counsel
27 shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or
28 members of the Class.

1 5. The payment of the Class Representative Service Award to Plaintiff in the
2 amount of \$10,000.00 is approved.

3 6. The payment of \$8,500.00 to the Settlement Administrator for Claims
4 Administration Expenses is approved.

5 7. The PAGA Payment of \$40,000.00 is hereby approved as fair, reasonable,
6 adequate and adequately protects the interests of the PAGA Employees, the public and the LWDA.
7 Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-
8 length, absent of any fraud or collusion.

9 8. As of the date the Defendant funds the Gross Settlement Amount (“Funding
10 Date”), Plaintiff and the Settlement Class Members release the Released Parties from the Released
11 Class Claims for the Class Period. Additionally, upon the Funding Date, any Settlement Class
12 Member who timely cashes (or otherwise negotiates) his or her Individual Settlement Payment
13 check will be deemed to have opted into the action for purposes of the FLSA, and, as to those
14 Settlement Class Members, the Released Claims include any and all claims the Settlement Class
15 Members may have under the FLSA arising under or related to the alleged claims during the Class
16 Period.

17 9. As of the Funding Date, Plaintiff, the PAGA Employees, the LWDA, and the
18 State of California release the Released Parties from the Released PAGA Claims for the PAGA
19 Period.

20 10. The term “PAGA Employees” is defined as all non-exempt employees who
21 are or previously were employed by Defendant and performed work in California during the PAGA
22 Period. The PAGA Period means the period of January 20, 2021 to September 27, 2023.

23 11. The Agreement is not an admission by Defendant, nor is this Order Granting
24 Final Approval of Class Action and PAGA Settlement or the Judgment a finding of the validity of
25 any claims in the Action or of any wrongdoing by Defendant. Neither this Order Granting Final
26 Approval of Class Action and PAGA Settlement, the Judgment, the Settlement, nor any document
27 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
28 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.

1 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
2 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
3 concession with regard to the denials or defenses by Defendant and shall not be offered in evidence
4 in any action or proceeding against Defendant in any court, administrative agency or other tribunal
5 for any purpose as an admission whatsoever other than to enforce the provisions of this Order
6 Granting Final Approval of Class Action and PAGA Settlement, the Judgment, the Settlement, or
7 any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in
8 the Action or in any other proceeding this Order Granting Final Approval of Class Action and PAGA
9 Settlement, the Judgment, the Agreement, or any other papers and records on file in the Action as
10 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
11 theory of claim or issue preclusion or similar defense as to the claims being released by the
12 Settlement.

13 12. Notice of entry of this Order Granting Final Approval of Class Action and
14 PAGA Settlement and the Judgment shall be given to Class Counsel on behalf of Plaintiff and all
15 Class Members. It shall not be necessary to send notice of entry of this Order Granting Final
16 Approval of Class Action and PAGA Settlement or the Judgment to individual Class Members and
17 the Order Granting Final Approval of Class Action and PAGA Settlement and the Judgment shall
18 be posted on Settlement Administrator's website as indicated in the Notice Packet.

19 13. After entry of Judgment, the Court shall retain jurisdiction to construe,
20 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
21 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
22 connection with the distribution of settlement benefits.

23 14. If the Settlement does not become final and effective in accordance with the
24 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
25 Defendant consistent with the terms of the Settlement, then this Order Granting Final Approval of
26 Class Action and PAGA Settlement and the Judgment, and all orders entered in connection herewith
27 shall be rendered null and void and shall be vacated.

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IT IS SO ORDERED.

DATED: _____, 2024

Hon. Jessica Morgan
Judge, Superior Court for the State of California,
County of San Bernardino