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JCL LAW FIRM, APC

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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 others similarly
situated,

Plaintiff,

vs.

P.F.C. ENTERPRISES, INC. dba ALLEN
PROPERTIES, a California corporation; and
DOES 1 through 100, Inclusive,

Defendants.

Case No. CIVSB2207363

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR 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 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 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 Final Approval of
8 Class Action and PAGA Settlement, which seeks final approval of the Stipulation of Settlement of Class
9 and PAGA Action and Release of Claims, as well as approval of the Class Counsel award and Plaintiff's
10 Class Representative Service Award.

11 3. Attached hereto as **Exhibit "A"** is a true and correct copy of the fully executed Stipulation
12 of Settlement of Class and PAGA Action and Release of Claims (hereinafter "Agreement").

13 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the conformed January 4,
14 2024 Preliminary Approval Order.

15 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the December 8, 2023 proof
16 of filing the proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit "D"** is true and correct copy of the April 16, 2024 proof of
18 filing this motion seeking final approval of this Settlement.

19 7. Attached hereto as **Exhibit "E"** is a true and correct copy of the JCL Law Firm, APC's
20 "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for
21 this matter as of April 16, 2024. As shown in detail in the attached transaction summary, the JCL Law
22 Firm, APC, incurred a total of \$7,029.77 in litigation costs prosecuting this action. These costs are
23 exclusive of the costs incurred by co-counsel Zakay Law Group, APLC.

24 8. Attached hereto as **Exhibit "F"** is a true and correct copy of the Time and Billing Journal
25 for Class Counsel, JCL Law Firm, APC, as of April 16, 2024, 2024. Each entry was made
26 contemporaneously and in the ordinary course of Class Counsel's usual course of business. The
27 attached Billing Journal shows that my office billed a total of 176.68 hours for a total of \$92,950.00.

9. Attached hereto as **Exhibit “G”** is a true and correct copy of the JCL Law Firm, APC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has been appointed Class Counsel.

I. CLASS COUNSEL’S DECLARATION IN SUPPORT OF PLAINTIFF’S REQUEST

FOR AN ORDER GRANTING FINAL APPROVAL

A. INTRODUCTION

10. An objective evaluation of the proposed settlement of \$770,000.00 (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, guided by the wisdom and experience of Jill R. Sperber, Esq., an experienced wage and hour class and PAGA action mediator. After deducting any Court-approved attorneys’ fees and costs, class representative service award, administration expenses, and payments to the Labor & Workforce Development Agency (“LWDA”), the Net Settlement Amount shall be distributed to the Settlement Class Members based on the number of Workweeks they worked while employed by Defendant during the Class Period. *The Settlement Class greeted news of the Settlement with overwhelming approval as 99.38% of the Settlement Class chose to participate in the Settlement.* To date, there are only two opt-outs and zero objections to the Settlement. The nearly unanimous approval by the Settlement Class evidences the clear fairness and reasonableness of the Settlement.

11. This Settlement provides substantial recovery for Defendant's alleged wage and hour violations. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$434,833.33**, an average Individual Settlement Payment of **\$1,367.40** and high payment of **\$3,259.70**.

12. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*).

13. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class

Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and, entry of the proposed Final Approval Order and Judgment.

B. OVERVIEW OF THE LITIGATION

14. Defendant is a real estate, rental, and leasing company, managing a number of residential properties in California, including in San Bernardino, where Plaintiff worked. This action asserts claims on behalf of all of Defendant's current and former non-exempt employees employed in California during the Class Period. Plaintiff worked for Defendant as a non-exempt employee during the Class Period.

15. Among other claims, Plaintiff claims that Defendant failed to maintain accurate time records, pay for all hours worked, provide compliant meal and rest periods, issued non-compliant wage statements, and failed to pay all wages when due. Defendant forcefully denies liability for each of Plaintiff's claims.

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

17. On April 1, 2022, Plaintiff filed a class and representative action complaint in the San Bernardino Superior Court, Case Number CIVSB2207363 ("Class Action"). The Class Action alleged ten causes of action against Defendant for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code § § 201, 202, and 203;

(8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (9) Unlawful Deductions; and (10) Violation of the Private Attorneys General Act § § 2698 *et seq* (“Class Claims”).

18. The Parties agreed to collectively mediate the Class Action. To prepare for mediation, the Parties agreed to informally produce documents and data points subject to the mediation privilege, including but not limited to, employee handbooks, the Class Members’ time data, certain payroll data points, and the Class Members’ wage statements. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendants’ time and payroll data.

19. On May 1, 2023, the Parties participated in a full day mediation presided over by Jill R. Sperber, Esq. The mediation concluded without a settlement. However, Mediator Sperber arrived at and issued her mediator’s proposal after hearing arguments, reviewing evidence, and evaluating the Parties’ respective claims and defenses. Once the Parties agreed to the Mediator’s proposal, they negotiated and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

20. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the unanimous approval of the Settlement by the Settlement Class and absence of any objections to the Settlement.

21. Further supporting final approval, the average Individual Settlement Payment of **\$1,367.40** is comparable to settlement payments in similar wage and hour class actions. This result is particularly favorable considering that liability and certification were far from certain. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

C. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

(1) Adequate Investigation

22. Months before filing the Action, Class Counsel began their pre-filing investigation into

1 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
2 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
3 including his wage statements. At the conclusion of the interviews, Class Counsel determined that each
4 Plaintiff's complaints justified further inquiry.

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

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

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

26 26. BCG analyzed Defendant's time and payroll data to assist in the development of various
27 damage models. Among other things, BCG determined the approximate number of work shifts,
28

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.

27. 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.

28. 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.

29. Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiff's claims. Based on their 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.

(2) The Parties Settled Shortly After Mediation

30. The Settlement is the product of a mediation session with a respected mediator and negotiations over the terms of the Settlement. The negotiations were adversarial, conducted at arm's length and tempered by the efforts of both sides to serve the interests of their clients.

(3) Class Counsel is Experienced in Similar Litigation

31. Plaintiff is represented by competent and experienced counsel to pursue his claims. I established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm exclusively representing California employees in complex wage and hour class actions and representative actions arising under the California Labor Code Private Attorney General Act. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma (Associate Attorney), Monnett De La Torre (Associate Attorney), Andrea Amaya (Associate Attorney), Kendall Garald (Associate Attorney), Tesla Stone (Managing Paralegal), Jennifer Heming (Paralegal), Nicole Teller (Legal Assistant), and Madelyn Uchiyama (Legal Assistant).

32. 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 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation experience and complex construction product liability experience. I can, will and have adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

33. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 14 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

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

1 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
2 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
3 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
4 certification of driver meal and rest period claims based on the predominance of individual issues).
5 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
6 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
7 settlement.

8 40. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
9 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
10 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
11 drastically affect the value of Plaintiff's claims and, in fact, already has.

12 41. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668 and *O'Conner v. Uber*
13 *Technologies*, 82 F. Supp. 3d 1133 (N.D. Cal. 2018) and *Duran v. U.S. Bank National Assn.*, 59 Cal.4th
14 1 (2014), the complexities and duration of further litigation cannot be overstated. There is little doubt
15 that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a
16 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
17 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
18 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
19 an uncertain result three or more years in the future.

20 42. Plaintiff and Class Counsel recognize the expense and length of a trial against Defendant
21 through possible appeals which could take another three years. In arriving at their informed belief that
22 the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk
23 inherent in complex actions such as this one. Class Counsel is also mindful of and recognize the
24 inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation.
25 Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and
26 recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory.
27 Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary
28

benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

(6) The Gross Settlement Amount is Fair and Reasonable

43. The Gross Settlement Amount of \$770,000.00 in this case is fair and well within the range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents approximately 39.23% of Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

44. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is entitled to final approval.

D. THE PENALTIES UNDER PAGA ARE REASONABLE

45. Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount of \$40,000.00 which is 5.2% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Payments. Seventy-Five percent (75%) of the PAGA Settlement (\$30,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) to be distributed to the PAGA Employees, which is within the range of PAGA penalties approved by courts and should be approved.

46. Further, on December 8, 2023, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval

1 with the LWDA. On April 16, 2024, Plaintiff gave the LWDA notice of this motion seeking final
2 approval of this settlement.

3 **II. CLASS COUNSEL'S DECLARATION IN SUPPORT OF PLAINTIFF'S REQUEST**
4 **FOR AWARD OF ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

5 **A. LODESTAR**

6 47. As of April 16, 2024, the JCL Law Firm, APC incurred a total lodestar of \$92,950.00 for
7 176.68 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
8 firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
9 the conduct of the case. A detailed time and billing journals for the JCL Law Firm is attached hereto as
10 Exhibit F.

11 48. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC, worked
12 a total of 162.40 hours successfully prosecuting this action for a lodestar of \$78,914.50. A true and
13 accurate copy of the Zakay Law Group, APLC time and billing entries is attached to the Declaration of
14 Shani Zakay, Esq. filed concurrently herewith.

15 49. Collectively, Class Counsel spent a total of 339.08 hours successfully litigating this
16 matter for a total combined lodestar of \$171,864.50 and is summarized by firm below:

17

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	176.68	\$92,950.00
Zakay Law Group, APLC	162.40	\$78,914.50
Total	339.08	\$171,864.50

22

23 50. The JCL Law Firm's rates are comparable to those judicially approved for other
24 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
25 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
26 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
27 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
28

1 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
2 *See e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
3 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
4 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
5 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
6 15, 2011) (Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
7 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
8 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
9 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
10 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
11 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
12 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
13 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
14 between \$355 and \$405 an hour).

15 51. Moreover, my billing rate has been approved multiple times within recent years by
16 California Superior Court judges. (*See generally Rodriguez v. RSI Home Products, Inc.*, San Bernardino
17 Superior Court Case No. CIVDS 2023354 (July 30, 2021 – Hon. David Cohn approved \$550 billing
18 rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a \$1,450,000 wage and hour class
19 action settlement); *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-
20 2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer approved \$500 billing rate and
21 appointed JCL Law Firm as Class Counsel), *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court
22 Case No. 37-2019-00036147 (October 9, 2020 – Hon. Kenneth Medel approved \$500 billing rate and
23 appointed JCL Law Firm as Class Counsel.); *Krake et al., v. Central Valley Diner, Inc.*, Placer County
24 Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones approved \$500 billing
25 rate and appointed JCL Law Firm as class counsel.); *Conner v. Ascendant Marketing, LLC et al.*, San
26 Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 – Hon. Joel Wohlfeil
27 approved \$500 billing rate and appointed JCL Law Firm as Class Counsel.).

1 52. Further, Class Counsel will be performing additional work, including finalizing the
2 motion for final approval, attending the hearing on final approval, finalizing the orders and judgment,
3 drafting a joint motion to dismiss the related federal court action, and monitoring completion of the
4 settlement process -over the course of several years. I expect this additional work will result in an
5 additional 20-30 hour of additional work and an additional lodestar between \$11,000 and \$16,500.

6 53. The requested Class Counsel Award of \$276,666.67 comprised of attorneys' fees in the
7 amount of \$256,666.67 and up to \$20,000 for reimbursement of actually incurred litigation expenses is
8 reasonable and should be approved. **The requested attorneys' fee portion of the Class Counsel**
9 **Award as a percentage of the fund is supported by the overall lodestar incurred with a reasonable**
10 **multiplier of 1.49.** Again, obviously this is much lower than the multiplier approved in *Laffitte* with
11 significant work left to perform. The requested award is therefore reasonable viewed by the
12 Lodestar/Multiplier cross-check.

13 54. The attorneys' fees portion of the Class Counsel Award equal to one-third of the Gross
14 Settlement Amount is fair compensation and, respectfully, should be approved. Class Counsel
15 undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. The
16 attorneys' fee portion of the requested Class Counsel Award is within the historically recognized range
17 attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is
18 supported by Class Counsel's lodestar cross-check with a reasonable 1.49 multiplier.

19 55. Additionally, Class Counsel and Class Representative VINCENT LESLIE (hereinafter
20 "Plaintiff" or "Class Representative"), respectfully requests this Court approve the Class Representative
21 Service Award in the amount of \$10,000.00. Settlement Agreement, § III(M)(9). The Class
22 Representative faithfully and dutifully performed his role on behalf of the Settlement Class. The Class
23 Representative dedicated valuable time and assisted in the successful prosecution of this action.
24 Further, unlike the Settlement Class, the Class Representative granted Defendant a broad general
25 release.

26 56. As discussed below, the requested Class Counsel Award meets the criteria under
27 California law and falls well within the recognized range of reasonableness for approval. Similarly, the

1 requested Class Representative Service Award in the amount of \$10,000.00 for Plaintiff meets the
2 criteria for approval. Accordingly, the Class Representative and Class Counsel respectfully request this
3 Court grant this motion for approval of the Class Counsel Award and Class Representative Service
4 Award.

5 **B. THE REQUESTED ATTORNEYS' FEE IS FAIR AND REASONABLE**

6 57. The Settlement Agreement, preliminarily approved by this Court, provides for payment
7 of the Class Counsel Award from the common fund. Notably, after being provided with notice of the
8 Settlement and the requested Class Counsel Award, there are *only two opt-outs and zero objections*.
9 Every member of the Settlement Class will receive his or her Individual Settlement Payment. Now, it
10 is only equitable that the Settlement Class also pay their pro rata share of attorneys' fees at a reasonable
11 percentage-of-recovery rate to compensate Class Counsel for their efforts in creating the common fund.
12 Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the common
13 fund doctrine.

14 58. Class Counsel requests attorneys' fees in the amount of \$256,666.67 representing one-
15 third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in
16 similar wage and hour class actions that Class Counsel has received in California Superior Courts, over
17 the past five years. *Rodriguez v. RSI*, San Bernardino Superior Court, Case No. CIVDS2023354 (Hon.
18 David Cohn approved Class Counsel's 33.3% attorneys' fee request in a \$1,450,000 common fund
19 wage and hour class action settlement, which equated to Class Counsel's lodestar plus a 1.87
20 multiplier); *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case
21 No. 19STCV20382 (Hon. John P. Doyle approved Settlement Class Counsel's 33.3% attorneys' fee
22 request plus \$15,000 in litigation costs in a \$242,500 class action settlement); *Hill v. Stemak Holdings,*
23 *Ltd.*, San Diego Superior Court Case No. 37-2018-00000747 (Hon. Kenneth Medel approved Class
24 Counsel's 33.3% attorneys' fee request plus \$17,500 in actually incurred litigation costs in a \$386,500
25 common fund wage and hour class action settlement.); *Shachno et al., v. KT Hotels, LLC, et al*, San
26 Diego Superior Case No. 37-2018-0043601-CU-OE-CTL (Hon. Gregory W. Pollack approved Class
27 Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$20,000 in a
28

1 \$500,000 common fund wage and hour class action settlement.); *Moschetto v. Pillow Global, Inc.*, San
2 Diego Superior Court Case No. 37-2017-00024031-CU-OE-CTL (Hon. John S. Meyer, approved Class
3 Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$15,000 in a
4 \$250,000 common fund wage and hour class action settlement.); *Terrado et al., v. Accredited Debt*
5 *Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (Hon.
6 Gregory W. Pollack, awarded Class Counsel 33.3% fee request and \$16,000 in litigation costs in a \$2
7 million common fund settlement, which equated to Class Counsel's lodestar plus at 1.62 multiplier.);
8 *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625,
9 (Hon. Thomas Garza awarded Class Counsel 33.3% fee request and more than \$17,000 in litigation
10 costs on a \$1.75 million common fund wage and hour settlement, which equated to Class Counsel's
11 lodestar plus a 1.67 multiplier.); *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior
12 Court Case No. CIVDS1505181 (Hon. Bryan F. Foster awarded Class Counsel 33.3% fee request and
13 \$22,632.93 in litigation costs and expenses on a \$1.8 million settlement, which equated at Class
14 Counsel's lodestar plus a 1.89 multiplier.); *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior
15 Court Case No. 37-2016-00012373-CU-OE-CTL (Hon. Joel Wohfeil approved Class Counsel's 33.3%
16 on a \$360,000 common fund wage and hour class action settlement, which equated to Class Counsel's
17 lodestar plus a 1.2 multiplier.). Moreover, the requested one-third attorneys' fee award is in the middle
18 of historically recognized range of attorneys' fees awarded in common fund class action settlements.

19 59. Here, the Settlement Class will receive an average Individual Settlement Payment of
20 **\$1,367.40** and a high of **\$3,259.70** from an estimated Net Settlement Amount of \$434,833.33. The
21 attorneys' fee portion of the Class Counsel Award request should be awarded based upon the Gross
22 Settlement Amount in accordance with *Laffitte*, i.e., percentage of the fund with a lodestar cross check.
23 As further explained below, the reasonableness of the requested \$256,666.67 attorneys' fee award is
24 further supported by the lodestar cross-check.

25 60. Because the Settlement in this case is a pure common fund case, and the percentage of
26 the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award
27 based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the
28

1 requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact,
2 below what the California Supreme Court approved in *Laffitte*. For those reasons, and those discussed
3 *infra*, Class Counsel respectfully requests this Court approve a Class Counsel Award in the amount of
4 **\$276,666.67**, comprised of \$256,666.67 for attorneys' fees and up to \$20,000.00 for reimbursable
5 litigation costs.

6 61. Courts have consistently recognized that the results achieved are an important factor to
7 be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) ("most critical
8 factor is the degree of success obtained"). Here, after a vigorous and contentious litigation process,
9 significant monetary relief is to be provided to Settlement Class and the excellent results achieved by
10 Class Counsel through this Settlement alone justify the requested fee award. As fully briefed in
11 Plaintiff's motions for preliminary and final approval, the Gross Settlement Amount of \$770,000.00
12 represents approximately 39.23% of Defendant's liability exposure in this matter as identified by
13 Plaintiff's expert.

14 62. The likelihood of establishing liability and recovering the full amount of damages was
15 extremely remote and the Gross Settlement Amount of \$770,000.00 from which the Settlement Class
16 will receive an estimated average payment of **\$1,367.40** and a high of **\$3,259.70**, represents an excellent
17 recovery for the Settlement Class considering Defendant's vigorous defense and the risks of continued
18 litigation.

19 63. In reaching this Settlement, Class Counsel carefully considered the strength of the case
20 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
21 class certification through trial. Plaintiff is confident about the strength of his claims. Nonetheless,
22 Plaintiff recognizes that Defendant has factual and legal defenses that, if successful, would potentially
23 defeat or substantially impair the value of the lawsuit.

24 64. Additionally, continuing to litigate this action would require continued and extensive
25 resources coupled with significant Court time to proceed through contested certification, trial, and post-
26 trial motions, which can often take years. Furthermore, wage and hour litigation is complex and
27 expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But
28

1 even if Plaintiff was successful at trial, Plaintiff is acutely aware that a judgment does not end the
2 litigation. Plaintiff fully expects that Defendant would likely appeal any judgment.

3 65. Considering these issues, the Gross Settlement Amount of \$770,000.00, is an excellent
4 result for the Settlement Class. While the Gross Settlement Amount represents a discount on Plaintiff's
5 overall estimate of the damages, this reduction is an extremely reasonable compromise considering the
6 challenges of continued litigation, including but not limited to, maintaining class certification, and
7 establishing liability on all claims against Defendant. The Settlement commits Defendant to create a
8 Gross Settlement Amount, from which the Settlement Class will derive a *significant financial recovery*
9 for their alleged damages and extinguish the risks of continued litigation, including a potential
10 bankruptcy and/or an appeal that would likely be filed following a judgment in Plaintiff's favor. Such
11 efforts would likely result in a delay of several years before this case would be resolved, with no
12 guarantee of recovery, whereas the Settlement provides for an average recovery of **\$1,367.40**, placing
13 it well within the range of reasonableness.

14 66. Furthermore, the Settlement Class greeted news of the Settlement with 99.38% of the
15 Settlement Class Members participating in the Settlement. The unanimous approval by the Settlement
16 Class Members evidences the positive overall result of the litigation.

17 67. Moreover, Class Counsel expects to incur an additional 20-30 hours of work attending
18 the hearing on final settlement approval, administering the settlement, filing post distribution settlement
19 declarations, and drafting an amendment judgment. Class Counsel devoted considerable time and effort
20 to achieve the benefit to the Settlement Class and the requested Class Counsel Award in the amount of
21 \$276,666.67 comprised of \$256,666.67 for attorneys' fees and up to \$20,000.00 for reimbursable
22 litigation costs is appropriate here given the excellent results achieved.

23 68. Practice in the narrow area of wage and hour class action litigation requires skill,
24 knowledge, and experience in two distinct subsets of the law. Expertise in one does not necessarily
25 translate into expertise in the other. Settlement Class Counsel must have expertise in both. The issues
26 presented in this case required more than just a general appreciation of wage and hour law and class
27 action procedure.

1 69. For instance, the legal landscape surrounding Plaintiff's central claim, meal and rest
2 period violations is in constant flux. Nevertheless, Class Counsel successfully navigated these seismic
3 legal changes during this action in route to successfully negotiating a significant monetary
4 compensation for the Settlement Class.

5 70. The Settlement was possible only because Class Counsel was able to convince Defendant
6 that Plaintiff could potentially prevail on the contested issues regarding liability, achieve class
7 certification through trial, overcome difficulties in proof as to monetary relief and take the case to trial
8 if need be. In successfully navigating these hurdles Class Counsel displayed the necessary dual skill
9 set.

10 71. Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant
11 risk that the litigation would yield no recovery after many years of work. Unlike counsel for Defendant,
12 who are paid an hourly rate and reimbursed for their expenses on a regular basis, Class Counsel has not
13 been compensated for any time or expenses to date.

14 72. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an
15 hourly basis and thus can obtain representation only if they can find counsel who are willing to accept
16 their case on a contingent basis and agree to advance either all or a significant portion of the costs.

17 73. Here, Class Counsel undertook this litigation on a purely contingency basis, thereby
18 bearing the risk that they would only receive remuneration for the substantial investment of time and
19 resources and hours and costs expended if Plaintiff was successful.

20 74. Additionally, in taking this case on a purely contingency basis, Class Counsel had to turn
21 away other fee generating work because the case required Class Counsel to not only devote considerable
22 time and resources to effectively prosecute and settle this action, but also wait until the Settlement is
23 fully funded before finally being made whole. Now, having overcome the obstacles surrounding
24 Plaintiff's claims and negotiated an excellent result on behalf of the Settlement Class, Class Counsel
25 should be compensated with a fee award properly reflecting these efforts.

26 75. Here, Class Counsel negotiated a one-third contingency fee arrangement, which is a
27 reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and
28

hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent results achieved by this Settlement bear their pro rata share of the attorney's fees award to Class Counsel.

C. COSTS

76. Prior to incurring costs for filing of the Motion for Final Approval and Motion for Approval of Class Counsel Award, and dismissal of the federal court action, Settlement Class Counsel expended \$12,036.61 (JCL Law Firm, APC - \$7,029.77; Zakay Law Group, APC - \$5,006.84) prosecuting this action. The JCL Law Firm's costs are reflected in the attached Exhibit "B". The Zakay Law Group, APLC's costs are attached to the Declaration of Shani Zakay filed concurrently herewith.

77. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; telephone; postage; factual and legal research charges; mediation fees; expert costs and travel expenses, which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

78. Consequently, Class Counsel incurred a total of \$12,036.61 successfully prosecuting his action. Class Counsel now requests reimbursement for those incurred litigation expenses and costs in the amount up to \$20,000.00 as provided for in the Settlement Agreement and based upon Class Counsel's billing records.

D. PLAINTIFF'S SERVICE AWARD

79. As a preliminary matter, Plaintiff granted Defendant a broad and general release of all claims arising from his employment. Settlement Agreement, § III(D). In exchange, the Class Representative Service Award is, in part, intended to compensate Plaintiff for executing this general release. Settlement Agreement § III(M)(9). More specifically, this broad release prevents Plaintiff from pursuing any unrelated claims for wrongful termination, harassment, hostile workplace and/or retaliation. This release is far broader than the release that binds the remainder of the Settlement Class. Absent the Class Representative Service Award, there is no consideration for Plaintiff's broad general release. Thus, the requested Class Representative Service Award can hardly be considered either a "salary" or "bounty" for bringing suit. To the contrary, the Class Representative Service Award is the

1 sole consideration for his granting a general release. Moreover, the amount of the requested award of
2 \$10,000.00 for Plaintiff is fair compensation for the broad release.

3 80. The amount of the requested Class Representative Service Award to Plaintiff for
4 \$10,000.00 is reasonable by reference to the amounts that California courts (both federal and state) have
5 repeatedly awarded in similar class action settlements. *See Baker v. LA. Fitness Int'l, LLC*, No.
6 BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three
7 of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A.
8 County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann*
9 *Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement
10 payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County
11 Super. Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge v. Universal Health*
12 *Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement
13 payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super.
14 Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No.
15 BC422934 (L.A. County Super. Ct. July 2, 2012) (awarding \$10,000 enhancement payments to the
16 named plaintiffs); *Kabamba v. Victoria's Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct.
17 Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with
18 additional compensation for their general release of claims); *Magee v. American Residential Services,*
19 *LLC*, No. BC423798 (L.A. County Super. Ct. Apr. 21, 2011) (awarding \$15,000 enhancement payment);
20 *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24,
21 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*,
22 No. BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment);
23 *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding
24 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP,*
25 No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment);
26 *Silva v. Catholic Moray Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding
27 \$10,000 enhancement payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services,*

1 *Inc*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000 enhancement payment);
2 *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (LA. County Super. Ct. Mar. 7, 2013)
3 (awarding \$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No.
4 109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement
5 payment); *Aguilar v. Cingular Wireless. LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011)
6 (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-
7 00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v.*
8 *Sally Beauty Supply LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding
9 \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-
10 CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R.*
11 *Donnelley & Sons Co.*, No. RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000
12 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal.
13 Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings,*
14 *Inc.*, No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement
15 payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino
16 County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

17 81. Further, after administering notice of this settlement, not one of the 235 Settlement Class
18 Members objected to the requested Class Representative Service Award. Again, the unanimous consent
19 favors the Court's approval of the requested Class Representative Service Award.

20 82. Equally important, the time effort and services provided to the Settlement Class justifies
21 the requested Service Award. The Class Representative performed his duties to the Settlement Class
22 admirably. Plaintiff worked extensively with Class Counsel over the course of over two years of
23 investigation and litigation. For instance, Plaintiff also assisted with the review of documents,
24 preparation of pleadings, and location of witnesses. Similarly, Plaintiff searched, located, and produced
25 hundreds of documents in connection with the litigation and assisted Class Counsel in preparation of
26 the complaint and mediation brief.

83. Additionally, Plaintiff remained available and responsive throughout the entire litigation to address all case needs. Plaintiff willingly came forward to protect and advance the rights of the Settlement Class on an important legal dispute affecting California employees. By way of example, Plaintiff assumed the serious risk of liability for Defendant's costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 16th day of April 2024, at San Diego, California.

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT A

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.
28

- 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

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

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE 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

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

- 16 11. PAGA Payment. Forty Thousand Dollars (\$40,000.00) shall be allocated
17 from the Gross Settlement Amount for settlement of claims for civil penalties
18 under the Private Attorneys General Act of 2004 (“PAGA Payment”). The
19 Claims Administrator shall pay seventy-five percent (75%) of the PAGA
20 Payment (\$30,000.00) to the California Labor and Workforce Development
21 Agency no later than thirty (30) business days after the Funding Date
22 (“LWDA Payment”). Twenty-five percent (25%) of the PAGA Payment
23 (\$10,000.00) will be distributed to the PAGA Employees as described in this
24 Agreement (“PAGA Employee Payment”). For purposes of distributing the
25 PAGA Payment to the PAGA Employees, each PAGA Employee shall receive
26 their pro-rata share of the PAGA Employee Payment using the PAGA
27 Payment Ratio as defined above.
28

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:

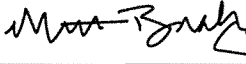
12
13 DATED: Nov 27, 2023


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

Vincent Leslie

14
15 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

16
17 DATED: December 7, 2023


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

Matt Bradley

Printed Name

Director

Title

18
19
20
21
22
23 IT IS SO AGREED AS TO FORM BY COUNSEL:

24
25 DATED: November 28, 2023

JCL LAW FIRM, A.P.C.

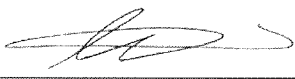
26 By: 
27 Jean-Claude Lapuyade, Esq.

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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:

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Frances M. K. Hernandez, Esq.
Sheppard Mullin Richter & Hampton
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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 B

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JAN 04 2024

By KCM
KRISTEN COLLIER, Deputy

JCL LAW FIRM, APC

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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

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: January 4, 2024
Time: 8:30 a.m.

Judge: Hon. Jessica Morgan
Dept.: S-26

1 This matter having come before the Honorable Judge Jessica Morgan of the Superior Court of
2 the State of California, in and for the County of San Bernadino, at 8:30 a.m. on January 4, 2024, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC, as counsel for plaintiff VINCENT LESLIE ("Plaintiff"), and Sheppard Mullin Richter
5 & Hampton appearing for defendant P.F.C. ENTERPRISES, INC. dba ALLEN PROPERTIES
6 (hereinafter "Defendant"). The Court, having carefully considered the briefs, argument of counsel and
7 all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion
8 for Preliminary Approval of Class and PAGA Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct
12 copy of which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the
13 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
14 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Seven Hundred Seventy Thousand Dollars and Zero Cents (\$770,000.00). It
19 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation
21 relating to certification, liability, and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiff seeks Attorneys' Fees and Attorneys' Expenses in the amount of up-to one-third
7 of the Gross Settlement Amount for attorneys' fees, currently estimated at Two Hundred Fifty-Six
8 Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$256,666.67), an award of litigation
9 expenses incurred not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000), and proposed
10 Class Representative Service Award to the Class Representative, Vincent Leslie, in an amount not to
11 exceed Ten Thousand Dollars and Zero Cents (\$10,000). While these awards appear to be within the
12 range of reasonableness, the Court will not approve the Attorneys' Fees and Attorneys' Expenses or
13 Class Representative Service Award until the Final Approval Hearing.

14 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 "all non-exempt employees who are or previously were employed by
19 Defendant and performed work in California during the period of April 1,
20 2018 to September 27, 2023 (the "Class Period").

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
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1 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
2 to act as counsel for the Class Representative in his individual capacity and as the representative of the
3 Class Members.

4 8. The Court provisionally appoints plaintiff Vincent Leslie as the representative of the
5 Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
7 A.P.C. and Shani Zakay, of the Zakay Law Group, APLC as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Notice of Pendency of Class
9 Action Settlement and Final Hearing Date ("Class Notice") attached to the Agreement as Exhibit "A."
10 The Court finds that the Notice appears to fully and accurately inform the Class Members and PAGA
11 Employees of all material elements of the proposed Settlement, including the right of any Class
12 Member to be excluded from the Class by submitting a written request for exclusion, and of each Class
13 Member's right and opportunity to object to the Settlement. The Court further finds that the distribution
14 of the notices substantially in the manner and form set forth in the Agreement and this Order meets the
15 requirements of due process, is the most reasonable notice under the circumstances, and shall constitute
16 due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by
17 first class mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action LLC as Claims Administrator. Within ten
19 (10) business days of preliminary approval of Settlement, Defendant shall provide to the Claims
20 Administrator the Class Data, including information regarding Class Members that Defendant will in
21 good faith compile from its records, including the Class Member's full name, last-known mailing
22 address, Social Security number, and start and end dates of employment. Within twenty-one (21)
23 business days after preliminary approval of the Settlement, the Claims Administrator shall mail the
24 Class Notice to all identified, potential Class Members via first class U.S. Mail and electronic mail
25 using the most current mailing address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
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1 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
2 the Settlement that are set forth in the Class Notice. All requests for exclusion must be postmarked or
3 received by the Response Deadline which is forty-five (45) calendar days after the date the Class Notice
4 is mailed to the Class Members, or, in the case of a re-mailed Notice, the Response Deadline is extended
5 fifteen (15) calendar days from the original Response Deadline. Any such person who chooses to opt
6 out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
7 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
8 comment thereon. However, any Class Member that submits a timely request for exclusion that is also
9 a member of the PAGA Employees will still receive his/her pro rata share of the PAGA Settlement,
10 and in consideration, will be bound by the PAGA Release. Class Members who have not requested
11 exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A request
12 for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a group,
13 class, or subclass of individuals is not permitted and will be deemed invalid.

14 13. Any Class Member who has not opted out may submit to the Claims Administrator a
15 written statement of objection ("Notice of Objection") by the Response Deadline. The Notice of
16 Objection must be in writing signed by the Class Member and contain the information described in the
17 Class Notice. Class Members who fail to make objections in writing in the manner specified in the
18 Class Notice may still make their objections orally at the Final Approval Hearing, but only with this
19 Court's permissions. Class Members who fail to assert timely objections using the mechanisms
20 specified above shall be deemed to have waived any objection and shall be foreclosed from making
21 any objections whether by appeal or otherwise to the Settlement.

22 14. A final approval hearing shall be held before this Court on _____ at
23 _____ AM/PM in Department S-26 of the San Bernardino County Superior Court to determine all
24 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
25 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
26 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
27 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
28

1 reasonable to the Class; and to finally approve the Attorneys' Fees and Attorneys' Expenses, Class
2 Representative Service Award, and the Claims Administration Expenses. Class Counsel and Plaintiff
3 shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering
4 Judgment and a determination of the amounts payable for the Class Representative Service Award, the
5 Attorneys' Fees and Expense, the PAGA Payment, and Claims Administration Expenses within twenty-
6 eight (28) days following the expiration of the Response Deadline.

7 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
8 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
9 evidence of, or used against Defendant as an admission or indication in any way, including with respect
10 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth
11 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
12 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
13 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as
14 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
15 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
16 liability, fault, wrongdoing, omission, concession or damage.

17 16. In the event the Settlement does not become effective in accordance with the terms of the
18 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
19 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
20 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
21 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
22 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
23 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

24 17. Pending final determination of whether the Settlement should be approved, Class
25 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
26 intervening in, instigating or in any way participating in the commencement or prosecution of any
27 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
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1 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely
2 request for exclusion pursuant to the Agreement.

3 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
4 and all dates provided for in the Agreement without further notice to Class Members and retains
5 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

6
7 Dated:

1/4/24

8 
JUDGE OF THE SUPERIOR COURT

9 Jessica L. Morgan
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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.
- 27
28

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

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

- 11 5. Disputes Regarding Individual Settlement Payments. Class Members will
12 have the opportunity, should they disagree with Defendant's records regarding
13 the start and end dates of employment to provide documentation and/or an
14 explanation to show contrary dates. If there is a dispute, the Class Member
15 must submit correspondence to the Claims Administrator that is postmarked
16 by no later than forty-five (45) days after the date of mailing of the Notice
17 including a letter explaining the dispute and including any supporting
18 documentation. In the event that there is a disparity between the start and end
19 dates of employment the Class Member claims and the dates indicated by
20 Defendant's records, Defendant's records will control. The Claims
21 Administrator shall determine the eligibility for, and the amounts of, any
22 Individual Settlement Payments under the terms of this Agreement. The
23 Claims Administrator's determination of the eligibility for and amount of any
24 Individual Settlement Payment shall be binding upon the Class Member and
25 the Parties. The Claims Administrator shall send written notice of the
26 decision on any such claim to the Class Member and counsel for Defendant
27 within ten (10) calendar days of receipt of the dispute.
28

- 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) (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

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

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

22 2. Calculation of Individual Payments to the PAGA Employees. Using the Class
23 Data, the Claims Administrator shall add up the total number of PAGA Pay
24 Periods for all PAGA Employees during the PAGA Period. The respective
25 PAGA Pay Periods for each PAGA Employee will be divided by the total
26 PAGA Pay Periods for all PAGA Employees, resulting in the "PAGA
27 Payment Ratio" for each PAGA Employee. Each PAGA Employee's PAGA
28 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.

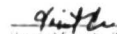
25 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
26 Released Claims have merit and give rise to liability on the part of Defendant.
27 Defendant claims that the Released Claims have no merit and do not give rise to
28 liability. This Agreement is a compromise 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 

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

20 Matt Bradley

21 Printed Name

22 Director

23 Title

24 IT IS SO AGREED AS TO FORM BY COUNSEL:

25 DATED: November 28, 2023

JCL LAW FIRM, A.P.C.

26 By: 

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

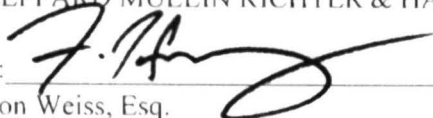
By: 

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

1.	Why did I get this Notice?	Page 1
2.	What is this class action lawsuit about?	Page 2
3.	Why did Allen Properties join in this Notice?	Page 2
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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 _____. 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 _____, 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 C

Elizabeth Flores

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, December 8, 2023 12:51 PM
To: Elizabeth Flores
Subject: Thank you for your Proposed Settlement Submission

12/08/2023 12:50:09 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7Cliz%40zakaylaw.com%7C4d5bb2920293400154ca08dbf82f61b0%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638376654627011200%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=IFsBtoVDJS%2BvOyhYweNWNWJmgm2SFBOMdDUyWLFcVcY%3D&reserved=0

EXHIBIT D

EXHIBIT E

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Leslie v. PFC (002-284)						
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	5.50	5.50
01/31/2022	Journal Entry	Jan 2022 Postage		Postage for Jan 2022	23.22	28.72
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	1.90	30.62
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	0.40	31.02
05/02/2022	Check	2806	Knox Attorney Services, Inc.	Invoice No. 4366544 - Filing Fee Re: Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment	1,682.65	1,713.67
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	2.70	1,716.37
05/31/2022	Journal Entry	May 2022 Postage		Postage for May 2022	1.46	1,717.83
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	0.73	1,718.56
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	1.60	1,720.16
07/21/2022	Expense		Court Call	Court Call ID: 11559198	94.00	1,814.16
07/31/2022	Journal Entry	July 2022 Postage		Postage for July 2022	7.33	1,821.49
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	1.20	1,822.69
08/31/2022	Journal Entry	August 2022 Postage		Postage for August 2022	0.57	1,823.26
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	0.80	1,824.06
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	0.80	1,824.86
09/30/2022	Journal Entry	Sept. 2022Postage		Postage for September 2022	0.57	1,825.43
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	0.40	1,825.83
11/16/2022	Expense		One Legal LLC	One Legal Order Number: 19258016 - Copies and Filing Fee Re: Stipulation and Order to Continue Defendant's Motion to Change Venue	115.30	1,941.13
11/30/2022	Journal Entry	Nov. 2022 Postage		Postage for November 2022	0.57	1,941.70
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	1.00	1,942.70
02/28/2023	Journal Entry	Feb 2023 Postage		Postage for February 2023	2.98	1,945.68
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	2.70	1,948.38
03/06/2023	Check	3168	Knox Attorney Services, Inc.	Inv 4393090 - Filing Fee Re: Plaintiff's Oppostion; Proof of Service	140.50	2,088.88
04/11/2023	Check	3213	Judicate West	Invoice Number :582062	4,187.50	6,276.38

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
04/30/2023	Journal Entry	April 2023 Postage		Postage for April 2023	0.60	6,276.98
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	7.75	6,284.73
04/30/2023	Expense		Fedex Office		29.45	6,314.18
05/16/2023	Check	3268	Berger Consulting Group	Inv. 8569	487.50	6,801.68
05/25/2023	Expense		Fedex Office		21.99	6,823.67
05/30/2023	Check	3285	Knox Attorney Services, Inc.	Inv 4402110	127.75	6,951.42
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	0.60	6,952.02
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	1.00	6,953.02
11/02/2023	Check	3507	Knox Attorney Services, Inc.	Inv. 4414049	76.75	7,029.77
Total for Leslie v. PFC (002-284)					\$7,029.77	
TOTAL					\$7,029.77	

EXHIBIT F

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Leslie v. PFC (002-284)							
11/08/2021	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	1:06	605.00	605.00
11/11/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File Production from Referral Attorney	550.00	3:06	1,705.00	2,310.00
11/15/2021	No	Jean Claude Lapuyade	Legal Research - 226 Claim for listing Improper employer on wage statements	550.00	4:06	2,255.00	4,565.00
12/01/2021	No	Jean Claude Lapuyade	Legal Research - Defendant Entity Research, Managed Property Research and Corporate Structure Research	550.00	1:48	990.00	5,555.00
12/09/2021	No	Jean Claude Lapuyade	Legal Research - Drafted Internal Memo Re 226 Claim	550.00	5:06	2,805.00	8,360.00
12/17/2021	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re Claims Analysis and Timeline	550.00	2:30	1,375.00	9,735.00
12/21/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Status Letter and Timeline	550.00	0:24	220.00	9,955.00
01/07/2022	No	Jean Claude Lapuyade	Legal Research - PAGA Notice Requirements, Sufficiency of Factual Allegations (Case Law and Statutes)	550.00	3:00	1,650.00	11,605.00
01/12/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	550.00	4:06	2,255.00	13,860.00
01/14/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re LWDA Notice and approval and emails to/from Client Re Same	550.00	0:54	495.00	14,355.00
01/14/2022	No	Jean Claude Lapuyade	Pleadings - Revised and Edited LWDA Notice	550.00	0:42	385.00	14,740.00
01/20/2022	No	Jean Claude Lapuyade	Pleadings - Finalized and Filed LWDA Notice	550.00	0:54	495.00	15,235.00
02/18/2022	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re LWDA Timeline and Case Timeline	550.00	0:36	330.00	15,565.00
03/25/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Complaint	550.00	3:00	1,650.00	17,215.00
03/29/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Complaint and Approval	550.00	0:42	385.00	17,600.00
03/31/2022	No	Jean	Pleadings - Finalized Complaint and TCW Client	550.00	0:48	440.00	18,040.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade					
06/10/2022	No	Sydney Castillo- Johnson	Legal Research - Change in venue and demurrer	300.00	2:25	725.00	18,765.00
06/13/2022	No	Sydney Castillo- Johnson	Draft meet and confer to OC re change of venue and demurrer	300.00	2:16	680.00	19,445.00
06/14/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted and Revised M&C Letter Re Demurrer	550.00	1:54	1,045.00	20,490.00
06/14/2022	No	Sydney Castillo- Johnson	Drafted Plaintiff's response to Defendant's meet and confer re: venue and demurrer	300.00	3:24	1,020.00	21,510.00
06/15/2022	No	Jean Claude Lapuyade	Pleadings - TCW OPC Re Pleadings	550.00	0:30	275.00	21,785.00
06/26/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed Defendant's Motion for Change of Venue	550.00	3:12	1,760.00	23,545.00
06/28/2022	No	Jean Claude Lapuyade	Case Managenet - Drafted Stip to Vacate	550.00	1:30	825.00	24,370.00
06/28/2022	No	Jean Claude Lapuyade	Case Management - R&R Defendant's CMS	550.00	0:24	220.00	24,590.00
07/01/2022	No	Jean Claude Lapuyade	Case Management - Read and Revised Joint Case Management Statement	550.00	1:18	715.00	25,305.00
07/06/2022	No	Jean Claude Lapuyade	Read, Revised and Responded to Defendant's Meet and Confer Letter Re Claims	550.00	2:30	1,375.00	26,680.00
07/06/2022	No	Jean Claude Lapuyade	Case Management - Finalized Joint CMS	550.00	0:18	165.00	26,845.00
07/07/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OPC Re Employee File Production	550.00	0:36	330.00	27,175.00
08/21/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Belaire	550.00	0:42	385.00	27,560.00
08/24/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE Belaire	550.00	0:24	220.00	27,780.00
08/26/2022	No	Jean Claude Lapuyade	Discovery - Drafted PO	550.00	2:48	1,540.00	29,320.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/16/2022	No	Jean Claude Lapuyade	Legal Research - Belaire Opt-in/Opt-Out	550.00	1:48	990.00	30,310.00
09/16/2022	No	Jean Claude Lapuyade	Discovery - Read and Revised Belaire Notice Per Defense Edits	550.00	0:48	440.00	30,750.00
10/20/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Discovery	550.00	0:18	165.00	30,915.00
10/20/2022	No	Monnett DeLaTorre	Review court's ICMC and Court's complex guidelines in furtherance of obtaining relevant information to assist in handling of case.	500.00	1:00	500.00	31,415.00
10/20/2022	No	Monnett DeLaTorre	Review substitution of counsel and CMC statements issued to date to current relevant information.	500.00	1:00	500.00	31,915.00
10/20/2022	No	Monnett DeLaTorre	Review Class Action and PAGA complaint in conjunction with preparing notes of relevant information as to scope of the case.	500.00	1:30	750.00	32,665.00
10/20/2022	No	Monnett DeLaTorre	Review PAGA notice in furtherance of preparing case notes for matter.	500.00	0:48	400.00	33,065.00
10/21/2022	No	Monnett DeLaTorre	Review draft stipulation to stay, prepare edits and discuss potential edits Plaintiff will agree to as to Pick-up-Stix.	500.00	1:30	750.00	33,815.00
11/07/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Stip to Continue Motion	550.00	0:24	220.00	34,035.00
11/07/2022	No	Monnett DeLaTorre	Review redline edits to stipulation to stay provided by defense and discuss with litigation team.	500.00	1:00	500.00	34,535.00
11/15/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension	550.00	0:30	275.00	34,810.00
12/02/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator Re Date	550.00	0:18	165.00	34,975.00
01/05/2023	No	Monnett DeLaTorre	Discussion with litigation team regarding motion to change venue and need to continue to date after March mediation.	500.00	0:24	200.00	35,175.00
01/06/2023	No	Monnett DeLaTorre	Review and provide edits to draft stip to stay and continue motion hearing (change of venue).	500.00	0:48	400.00	35,575.00
01/06/2023	No	Jean Claude Lapuyade	Case Management/Discovery - Drafted, Revised and Edited Stip to Stay	550.00	1:36	880.00	36,455.00
01/07/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip to Stay	550.00	1:18	715.00	37,170.00
01/10/2023	No	Monnett DeLaTorre	Team strategy discussion regarding redline changes made to recent stipulation to continue pending motion.	500.00	0:30	250.00	37,420.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
01/10/2023	No	Monnett DeLaTorre	Detailed email to defense counsel regarding edits in stipulation we are willing to agree on and others we are not.	500.00	0:24	200.00	37,620.00
01/10/2023	No	Monnett DeLaTorre	Review Defendant's redline changes to stip and further continuance of Defendant's pending change of venue motion.	500.00	0:36	300.00	37,920.00
01/16/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	550.00	0:42	385.00	38,305.00
01/17/2023	No	Monnett DeLaTorre	Review and respond to email from defense counsel regarding position as to Pick up Stix and date of pre-mediation production.	500.00	0:12	100.00	38,405.00
01/17/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding stipulation and pre-mediation production.	500.00	0:06	50.00	38,455.00
01/18/2023	No	Monnett DeLaTorre	Review stipulation to account for agreed upon edits with defense as to Pick up sticks and production date; and email defense counsel.	500.00	0:48	400.00	38,855.00
01/18/2023	No	Monnett DeLaTorre	Revise stipulation to account for agreement with opposing counsel re moving pending motion to date after mediation.	500.00	0:12	100.00	38,955.00
01/18/2023	No	Monnett DeLaTorre	Review and respond to emails from opposing counsel regarding their agreement to not engage in Pick up Stix campaign and agreement as to scope of stipulation.	500.00	0:12	100.00	39,055.00
01/24/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel regarding status of stipulation, class size, pre-mediation class data to be produced and sampling to be agreed upon.	500.00	0:06	50.00	39,105.00
01/27/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding stipulation.	500.00	0:06	50.00	39,155.00
01/31/2023	No	Monnett DeLaTorre	Several internal discussions with team and mediator's office regarding continuing mediation.	500.00	0:30	250.00	39,405.00
01/31/2023	No	Monnett DeLaTorre	Review detailed email from defense counsel regarding class size and position as to sampling in addition to confirmed new date for mediation.	500.00	0:18	150.00	39,555.00
01/31/2023	No	Monnett DeLaTorre	Conduct teleconference with defense counsel regarding mediation and defense request to continue mediation; prepare summary for team.	500.00	0:30	250.00	39,805.00
01/31/2023	No	Monnett DeLaTorre	Internal discussion with litigation team regarding mediation, moving date and impact of scope of production.	500.00	0:30	250.00	40,055.00
02/06/2023	No	Monnett DeLaTorre	Review oposition to change of venue ad provide feedback.	500.00	1:30	750.00	40,805.00
02/07/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised Stip to Stay Pending Mediation	550.00	0:54	495.00	41,300.00
03/08/2023	No	Jean	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	41,465.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade					
03/30/2023	No	Jean Claude Lapuyade	Discovery - R&R Confidentiality Agreement	550.00	1:00	550.00	42,015.00
03/31/2023	No	Monnett DeLaTorre	Review and edit pre-mediation data production agreement and provide additional redlines in addition to having discussion with Mr. Zakay regarding terms.	500.00	0:36	300.00	42,315.00
03/31/2023	No	Monnett DeLaTorre	Prepare redlines to agreement and confirm edits as to scope of information and documents to be used for mediation.	500.00	0:48	400.00	42,715.00
03/31/2023	No	Jean Claude Lapuyade	Discovery - Reviewed and Revised PO	550.00	0:48	440.00	43,155.00
03/31/2023	No	Monnett DeLaTorre	Review and provide feedback as to Agreement regarding documents and information to be used for mediation.	500.00	1:00	500.00	43,655.00
04/05/2023	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis	550.00	0:42	385.00	44,040.00
04/05/2023	No	Jean Claude Lapuyade	Discovery - R&R Supp. Mediaton Data Producten	550.00	3:30	1,925.00	45,965.00
04/13/2023	No	Monnett DeLaTorre	Review scope of records provided by defense and issued to expert in preparation for mediation in order to determine scope of what may be missing.	500.00	2:00	1,000.00	46,965.00
04/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	0:30	275.00	47,240.00
04/14/2023	No	Jean Claude Lapuyade	Legal Research - R&R Mediation Data and research into on duty meal period agreements	550.00	5:30	3,025.00	50,265.00
04/24/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Mediation Brief (226 Claim and On Duty Meal)	550.00	6:06	3,355.00	53,620.00
04/26/2023	No	Monnett DeLaTorre	Review mediation brief and conduct strategy meeting with team regarding best arguments in preparation for mediation.	500.00	2:00	1,000.00	54,620.00
04/27/2023	No	Jean Claude Lapuyade	Case Management - TCW Client Re Mediation Brief and Mediation	550.00	1:06	605.00	55,225.00
05/01/2023	No	Monnett DeLaTorre	Prepare for mediation and attend mediation.	500.00	8:00	4,000.00	59,225.00
05/01/2023	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	8:00	4,400.00	63,625.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/04/2023	No	Monnett DeLaTorre	Review status of discovery as to class contact information in order to pick up discovery given case did not settle.	500.00	0:48	400.00	64,025.00
05/05/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Depo Availability	550.00	0:12	110.00	64,135.00
05/08/2023	No	Jean Claude Lapuyade	Case Management - TCW Client Re Post Mediation Status	550.00	1:00	550.00	64,685.00
05/08/2023	No	Monnett DeLaTorre	Review prior Belaire notice and prior emails as to status of discovery.	500.00	0:30	250.00	64,935.00
05/11/2023	No	Monnett DeLaTorre	Review draft PMK deposition notice and prepare edits.	500.00	1:24	700.00	65,635.00
05/26/2023	No	Jean Claude Lapuyade	Mediation - TCW Mediator Re Proposal	550.00	0:48	440.00	66,075.00
05/30/2023	No	Monnett DeLaTorre	Discuss strategy with litigation team regarding having defendant withdraw motion to change venue as part of settlement.	500.00	0:24	200.00	66,275.00
05/30/2023	No	Monnett DeLaTorre	Review Defendant's seven page reply in support of motion for change of venue	500.00	1:30	750.00	67,025.00
05/30/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator Re Proposal	550.00	0:36	330.00	67,355.00
06/02/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Notices of Settlement	550.00	0:18	165.00	67,520.00
07/12/2023	No	Monnett DeLaTorre	Review proposed MOU to be sent to defense for comment and edit.	500.00	1:00	500.00	68,020.00
07/12/2023	No	Jean Claude Lapuyade	Settlement - R&R Draft MOU	550.00	1:36	880.00	68,900.00
07/12/2023	No	Jean Claude Lapuyade	Settlement - Email to/from OC Re MOU	550.00	0:18	165.00	69,065.00
07/13/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:24	220.00	69,285.00
07/17/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:18	165.00	69,450.00
07/24/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:18	165.00	69,615.00
07/25/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	69,780.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
07/27/2023	No	Jean Claude Lapuyade	Settlement - Email to/from Mediator Re MOU Changes	550.00	0:30	275.00	70,055.00
07/27/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:36	330.00	70,385.00
07/27/2023	No	Jean Claude Lapuyade	Settlement - R&R MOU with Defense Edits	550.00	1:00	550.00	70,935.00
07/31/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:36	330.00	71,265.00
08/07/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:54	495.00	71,760.00
08/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:48	440.00	72,200.00
08/11/2023	No	Jean Claude Lapuyade	Research - On Prior Sheppard Mullen Settlements	550.00	2:30	1,375.00	73,575.00
08/15/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:42	385.00	73,960.00
08/17/2023	No	Monnett DeLaTorre	Review defense redline changes to MOU and discuss changes that will be agreed upon with litigation team.	500.00	1:12	600.00	74,560.00
08/18/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:54	495.00	75,055.00
08/24/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:12	110.00	75,165.00
09/12/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:24	220.00	75,385.00
09/19/2023	No	Monnett DeLaTorre	Review and approve CMC statement to be issued to the court in preparation for CMC.	500.00	0:24	200.00	75,585.00
09/29/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	75,805.00
10/02/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admins Re Bids	550.00	0:24	220.00	76,025.00
10/03/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited SAR	550.00	3:06	1,705.00	77,730.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
10/16/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR with Additional Edits	550.00	1:12	660.00	78,390.00
10/26/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	78,555.00
11/03/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	78,775.00
11/10/2023	No	Jean Claude Lapuyade	Settlement - TCW OC Re SAR	550.00	0:30	275.00	79,050.00
11/10/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:36	330.00	79,380.00
11/10/2023	No	Monnett DeLaTorre	Review multiple emails to and from OC regarding follow up as to requested edits to the SAR. so that Plaintiff may. proceed with MPA.	500.00	0:24	200.00	79,580.00
11/13/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	79,800.00
11/14/2023	No	Sydney Castillo-Johnson	Settlement - R&R SAR with Defense Edits and Emails Re Same	400.00	1:18	520.00	80,320.00
11/14/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	80,540.00
11/20/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE SAR	550.00	0:42	385.00	80,925.00
11/22/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR with Defense Edits	550.00	2:00	1,100.00	82,025.00
11/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	82,190.00
12/04/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited MPA JCL Dec.,, Order and P&As	550.00	4:06	2,255.00	84,445.00
12/06/2023	No	Monnett DeLaTorre	Settlement - Emails to/from OC Re SAR	500.00	0:24	200.00	84,645.00
12/07/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:18	165.00	84,810.00
12/20/2023	No	Jean Claude Lapuyade	Case Management - TCW Client Red Timeline for Admin of Settlement	550.00	0:36	330.00	85,140.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
01/04/2024	No	Jean Claude Lapuyade	Settlement - Email to/from Admin Re Timeline	550.00	0:24	220.00	85,360.00
01/15/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	0:18	165.00	85,525.00
01/16/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	0:18	165.00	85,690.00
01/19/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Class Data	550.00	0:18	165.00	85,855.00
01/23/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:30	275.00	86,130.00
01/24/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Spanish Notice	550.00	0:24	220.00	86,350.00
01/25/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Preliminary Calculations	550.00	1:24	770.00	87,120.00
01/26/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:24	220.00	87,340.00
01/31/2024	No	Jean Claude Lapuyade	Settlement - Call with Class Member JG Re Settlement	550.00	0:42	385.00	87,725.00
02/01/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	87,890.00
02/21/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	88,055.00
03/04/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	88,220.00
04/04/2024	No	Monnett DeLaTorre	Review Proposed order, Proposed Judgment and supporting declarations in support of consolidated motion for final approval and fees to be submitted to the court to proceed with approval.	500.00	2:12	1,100.00	89,320.00
04/05/2024	No	Monnett DeLaTorre	Review draft consolidated points and authorities with respect to final approval and request for fees.	500.00	1:06	550.00	89,870.00
04/08/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited P&As for final approval motion	550.00	2:48	1,540.00	91,410.00
04/09/2024	No	Jean Claude	Law and Motion - Revised and Edited JCL Dec. ISO Final and Fees	550.00	1:00	550.00	91,960.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
04/16/2024	No	Jean	Law and Motion - Final Review of JCL Dec ISO	550.00	1:48	990.00	92,950.00
		Claude	Final/Fees, Client Dec. ISO Final and Order				
		Lapuyade	Approving				
Total for Leslie v. PFC (002-284)					176:41	\$92,950.00	

EXHIBIT G

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);