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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOHN FRANKLIN, individually, and on behalf of
other aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

NATIONAL COMMUNITY RENAISSANCE, a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2209612

Honorable Joseph T. Ortiz
Department S-17

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT**

Date: December 16, 2025
Time: 1:30 p.m.
Department: S-17

Complaint Filed: May 10, 2022
Trial Date: None Set

1 This matter has come before the Honorable Joseph T. Ortiz in Department S-17 of the Superior Court of
2 the State of California, for the County of San Bernardino, on December 16, 2025 at 1:30 p.m., on Plaintiff John
3 Franklin's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
4 Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement
5 Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC and Sweeny Law, PC
6 appeared for Plaintiff and Fisher & Phillips LLP, appeared for Defendant National Community Renaissance
7 ("Defendant").

8 On or around November 16, 2025, Plaintiff and Defendant (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
10 "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declarations
12 of Plaintiff's Counsel Helene Mayer and Charles T. Sweeny and Plaintiff John Franklin, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys
19 General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing the California
20 Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of
21 the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to
22 support the alleged violations, in conformity with California Labor Code § 2699.3(a).

23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
24 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear
25 in the above-captioned action (the "Action").

26 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:

27 All current and former hourly-paid or non-exempt individuals employed by Defendant within the
28 State of California at any time during the PAGA Period. ("Aggrieved Employee(s)").

6. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

1 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated for
2 payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just, reasonable,
3 and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the
4 Total Settlement Amount (\$990,000.00) less the approved Attorneys' Fees and Costs to Lawyers *for* Justice, PC
5 and Sweeny Law, PC (“Plaintiff's Counsel”), General Release Fee to Plaintiff, and Settlement Administration
6 Costs to Phoenix Class Action Administration Solutions (the “PAGA Settlement Administrator”). Seventy-five
7 percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
8 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees'
9 Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

10 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
11 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
12 Administrator to administer the Settlement and to make the payments as provided for by, and consistent with,
13 this Order and Judgment and the Settlement Agreement.

14 9. The Court approves the payment of \$346,500.00 to Plaintiff's Counsel for attorneys' fees. This
15 amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order
16 and Judgment and the Settlement Agreement.

17 10. The Court approves the payment of \$23,626.04 to Plaintiff's Counsel for reimbursement of
18 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement Amount
19 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

20 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff John Franklin for his General
21 Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
22 with this Order and Judgment and the Settlement Agreement.

23 12. The Court approves payment up to the amount of \$25,000.00 to Phoenix Class Action
24 Administration Solutions for the Settlement Administration Costs. This amount shall be paid from the Total
25 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
26 Agreement.

27 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
28 Judgment and the Settlement Agreement.

1 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
2 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA
3 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it
4 distributes payments to Aggrieved Employees for their share of the Employees' Portion (“Individual Settlement
5 Share(s)”).

6 15. No later than fourteen (14) calendar days after the date of this Order and Judgment, Defendant
7 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this
8 Order and Judgment and the Settlement Agreement.

9 16. No later than thirty (30) days of the date of this Order and Judgment, Defendant shall deposit the
10 first installment of \$495,000.00 into a qualified settlement account established, by the PAGA Settlement
11 Administrator, and Defendant shall deposit the second installment of \$495,000.00 into the qualified settlement
12 account within the first quarter of 2027 (i.e., between January 1, 2027 and March 31, 2027), for administration
13 of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

14 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List, and
15 Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the
16 LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to Aggrieved Employees
17 (“PAGA Settlement Package”), the General Release Fee to Plaintiff, the Settlement Administration Costs to
18 itself, only after the PAGA Settlement Package have been mailed to all Aggrieved Employees, the Attorneys'
19 Fees and Costs, unless instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment
20 and the Settlement Agreement.

21 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and
22 negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled
23 checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller’s Office
24 Unclaimed Property Division, in the name of each Aggrieved Employee whose check is cancelled.

25 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the
26 date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement
27 Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State
28 of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released

1 and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and Released
2 Claims.

3 20. "Released Parties" means Defendant, including Defendant's parent corporation, franchisees,
4 affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
5 employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities,
6 and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such
7 plans and programs.

8 21. "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties
9 under the California Labor Code, Wage Orders, and/or regulations, pursuant to California Labor Code section
10 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, including but not limited
11 to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated
12 premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during
13 employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage
14 statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-
15 related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a),
16 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare
17 Commission Wage Orders, including inter alia, Wage Orders 4-2001, 5-2001, and 16-2001.

18 22. "PAGA Period" means the period from March 11, 2019 to March 5, 2025.

19 23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved
20 Employees. This Order and Judgment shall be submitted to the LWDA through the online system established
21 for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

22 24. A Final Accounting and Compliance Hearing is scheduled for _____, 2027 at
23 _____ a.m./p.m. in Department S-17 of the above-captioned Court and the final report regarding the
24 disbursement of the Individual Settlement Shares and uncashed funds shall be filed seven (7) court days in
25 advance of the hearing

26 Date: _____

27 Honorable Joseph T. Ortiz
28 Judge of the Superior Court of San Bernardino County

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *John Franklin v. National Community Renaissance*, San Bernardino County Superior Court Case No. CIVSB2209612

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *John Franklin v. National Community Renaissance*, San Bernardino County Superior Court Case No. CIVSB2209612 ("Action").

The lawsuit was filed on May 10, 2022 by John Franklin ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, Plaintiff submitted a first letter and then an amended letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff, to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 16-2001 in LWDA Case Number LWDA-CM-871684-22 (collectively, the "PAGA Notice").

A settlement was reached between Plaintiff and Defendant National Community Renaissance ("Defendant"). In agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties. In fact, Defendant denies all claims asserted in the Action and maintains that it fully complies with all applicable wage and hour laws.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period March 11, 2019 through March 5, 2025 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, franchisees, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under the California Labor Code, Wage Orders, and/or regulations, pursuant to California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 16-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

EXHIBIT A – COVER LETTER

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number] or via email at [insert email address].