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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,

v.

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

Defendants.

Case No.: CIVSB2209612

Honorable Joseph T. Ortiz
Department S-17

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

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

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

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff John Franklin (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of

Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles

County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013). She is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby

1 Aiwazian’s supervision, Lawyers *for* Justice, PC has handled the class certification and court
2 approval process for hundreds of class action and/or representative action matters that have
3 successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers
4 Association and, on several occasions, has been a speaker regarding topics in wage and hour
5 law at the organization’s continuing legal education events.

6 6. I, Helene Mayer, am a Member of Lawyers for Justice, PC. I received my Bachelor
7 of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from
8 University of San Diego School of Law in 2020. I was admitted to practice law in California in
9 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal
10 District Courts in the State of California. I have worked on wage-and-hour class action and
11 PAGA representative cases, and my work has included, *inter alia*, researching and drafting
12 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
13 settlement agreements, and making court appearances. Prior to working at Lawyers *for* Justice,
14 PC, I worked at law firms focused primarily on family law matters, including, *inter alia*,
15 representing clients in divorce, parentage, child custody, and domestic violence restraining order
16 proceedings, researching and drafting pleadings, negotiating and finalizing marital settlement
17 agreements, engaging in motion practice, and making court appearances.

18 THE LAWSUIT

19 7. Defendant National Community Renaissance (“Defendant”) owns and operates
20 affordable housing complexes with a portfolio of over 10,000 apartment units and over 30,000
21 residents in five states. Defendant acquires, constructs, develops, maintains, and manages
22 numerous affordable housing complexes throughout the country, including at least 87 in
23 California alone. It also provides several on-site services including senior wellness, preschool
24 and afterschool problems, and financial training programs. Plaintiff John Franklin is a former
25 employee of Defendant.

26 8. Plaintiff has satisfied the prerequisites under California Labor Code section
27 2699.3(a), including, and not limited to, providing the California Labor and Workforce
28 Development Agency (“LWDA”) and the employer with written notice of the specific

provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff John Franklin that was dated March 4, 2022 (“PAGA Notice”). On April 19, 2022, Plaintiff submitted an additional letter to the LWDA and Defendant (“Amended PAGA Notice”) (together with the PAGA Notice, the “PAGA Notices”). The PAGA Notices were sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the PAGA Notice and Amended PAGA Notice are attached hereto as “EXHIBIT 1” and “EXHIBIT 2,” respectively.

9. On May 10, 2022, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendant in the San Bernardino County Superior Court (“Court”), Case No. CIVSB2209612 (the “Action”). Plaintiff’s core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

10. On November 8, 2023, Defendant filed an Answer to the Operative Complaint. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

11. Plaintiff’s individual PAGA claim was compelled to arbitration by Court order on January 9, 2023 (the “Arbitration Order”), following a hearing on Defendant’s Motion to Compel Arbitration. Following the Arbitration Order, on or about July 18, 2023, the Parties agreed to arbitrate Plaintiff’s individual PAGA Claims through the arbitration provider, ADR

Services, Inc. (“ADR Services”) with retired Court of Appeal Justice, Hon. John Zebrowski, and initiated arbitration on August 1, 2023. On October 4, 2023, the Parties attended the initial Arbitration Conference with Justice Zebrowski, and a further Arbitration Conference on March 21, 2024. Unfortunately, Justice Zebrowski’s case manager subsequently informed the Parties that Justice Zebrowski could no longer serve as arbitrator due to a health issue.

12. The Parties had originally scheduled a private mediation session to take place on July 9, 2024. However, this mediation did not go forward due to the need for additional data production and analysis.

13. On September 3, 2024, Sweeny Law, PC associated in as co-counsel for Plaintiff and has been lead counsel alongside Lawyers *for* Justice, PC since that time (together, Lawyers *for* Justice, PC and Sweeny Law, PC are referred to as “Plaintiff’s Counsel”).

14. Since associating, Plaintiff’s Counsel proposed several new arbitrators to take over for Justice Zebrowski, but Defendant’s Counsel never agreed to the alternatives. In the meantime, ADR Services informed Plaintiff’s Counsel that they were closing the case file and could not merely reassign a different arbitrator.

15. Meanwhile, the Parties focused their efforts on mediation, and, following additional data production and analysis, the Parties attended a private mediation session with well-regarded mediator, Hon. Peter J. Wilson (Ret.) on March 5, 2025.

16. On April 2, 2025, a Case Management Conference was held and attended by my co-counsel, Charles T. Sweeny, of Sweeny Law, PC, who reported that a settlement not reached at mediation, but that the Parties were continuing to engage in settlement dialogue. Moreover, with respect to the arbitration, Mr. Sweeny reported that Plaintiff viewed the departure of Justice Zebrowski from the arbitration, the closing of the case file, and Plaintiff’s proposals for alternative arbitrators, combined with Defendant never agreeing to those alternatives arbitrators, as the same type of procedural that motivated the California legislature to enact new statutes rendering late payment of arbitration fees a material breach of the agreement giving Plaintiff the right to withdraw from arbitration. (*See*, Code Civ. Proc. §§ 1281.97 and 1281.98). Mr. Sweeny explained that Plaintiff viewed Defendant’s conduct as waiving the right to arbitration under the

1 more relaxed waiver standards (e.g., those articulated by the United States Supreme Court in
2 *Morgan v. Sundance, Inc.* (2022) 596 U.S. 411 and the California Supreme Court in *Quach v.*
3 *Cal. Commerce Club* (2024) 16 Cal.5th 562).

4 17. Still, the Parties continued to engage in settlement negotiations through Hon. Peter
5 J. Wilson (Ret.), and ultimately, through his further assistance, reached the settlement that is
6 described herein.

7 **THE SETTLEMENT REACHED IN THE ACTION**

8 18. Marked and attached hereto as “**EXHIBIT 3**” is the Private Attorneys General
9 Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement
10 Agreement”), entered into between Plaintiff John Franklin, for himself and on behalf of the State
11 of California with respect to Aggrieved Employees pursuant to the Private Attorneys General
12 Act, and Defendant. The parties have also drafted and agreed to the form and content of the
13 proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when
14 Individual Settlement Shares are distributed to them, in substantially the form attached as
15 “EXHIBIT A” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys
16 General Act Settlement Agreement and Release, Award of Attorneys’ Fees and Costs, General
17 Release Fee, and Settlement Administration Costs. The Court is respectfully requested to
18 approve the proposed Cover Letter.

19 19. The Settlement pertains to the following allegedly aggrieved employees: all
20 current and former hourly-paid or non-exempt individuals employed by Defendant within the
21 State of California at any time during the PAGA Period (“Aggrieved Employees”). The “PAGA
22 Period” means the period between March 11, 2019 through March 5, 2025. Based on
23 information provided by Defendant, it is estimated that during the PAGA Period there are
24 approximately 900 Aggrieved Employees who are credited with 60,000 Compensable Pay
25 Periods.

26 20. Defendant has agreed to pay the gross amount of \$990,000.00 (“Total Settlement
27 Amount”), subject to possible increase under Section 3(a)(5) of the Settlement Agreement, to
28 settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will

be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of \$346,500.00 for attorneys' fees and up to \$25,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC and Sweeny Law, PC (together, "Plaintiff's Counsel"); (2) General Release Fee in the amount of \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$25,000.00 to the PAGA Settlement Administrator. Assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$586,000.00. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$439,500.00 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to be \$146,500.00 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The Parties will mutually agree upon an administrator ("PAGA Settlement Administrator") to handle the administration of the Settlement. The Settlement Administration Costs are estimated not to exceed \$25,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

21. The effectiveness of Plaintiff's Counsel in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

22. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts

1 included participating in a formal full-day mediation on March 5, 2025, conducted by Honorable
2 Peter J. Wilson (ret.), a well-respected mediator experienced in mediating complex labor and
3 employment matters. After further settlement negotiations, the Parties reached the Settlement
4 described herein. In the course of mediation and settlement discussions, the parties discussed
5 all aspects of the case, including the risks and delays of further litigation and proceeding with
6 arbitration and trial, as well as the law relating to representative PAGA actions, off-the-clock
7 theory, meal and rest periods, regular rate of pay calculations, business expense reimbursements,
8 Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour
9 enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery
10 and/or trial and appeals, among other things. During all settlement discussions, the parties
11 conducted their negotiations at arm's length in an adversarial position.

12 23. Prior to reaching the Settlement, the parties investigated the veracity, strength, and
13 scope of the PAGA claim and allegations, and were preparing for arbitration of Plaintiff's
14 individual claims and trial with respect to the remaining non-individual PAGA claim in this
15 matter. Plaintiff conducted significant investigation and formal and informal discovery and
16 exchange of information, documents, and data regarding the facts of the case, including and not
17 limited to, the review, consideration, and analysis of a large volume of information, documents,
18 and data obtained from Plaintiff, Defendant, and other sources. As part of the arbitration
19 proceeding, Plaintiff's Counsel propounded multiple sets of formal written discovery requests
20 onto Defendant (specifically, Requests for Production of Documents (Set One) and Special
21 Interrogatories (Set One), reviewed Defendant's responses thereto, and served notices of
22 depositions of Defendant's Person Most Knowledgeable designees regarding organizational
23 structure and wage and hour practices, along with requests for production of documents. The
24 Parties also engaged in significant informal mediation discovery. The information, documents,
25 and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited
26 to, Plaintiff's employment record; a detailed sampling of Aggrieved Employees' time and pay
27 data; Defendant's Employee Handbook; Defendant's Check Register Report; job descriptions;
28 various forms, agreements, and acknowledgments (such as, Defendant's Employee

1 Acknowledgement and Agreement, Acknowledgement of Receipt and Review of the Alcohol
2 and Drug Abuse Policy, Cellular Phones, Smart Phones, Tablets, and Other Handheld Devices
3 Policy Acknowledgement Form, Employee Safety Acknowledgement Form, Employee
4 Acknowledgement of Receipt of Timekeeping Procedures, Overtime and Work Schedule, and
5 Make-Up Time Policies, Employee Acknowledgement of Receipt of Notice Regarding
6 Unlawful Harassment, Discrimination, and Retaliation and Personal Appearance and Behavior
7 Policy, and Employee License Agreement); and Defendant's operations and employment
8 practices, policies, and procedures (such as, Defendant's Employees Receiving an Apartment
9 as Part of Compensation Policy, Cellular Phones, Smart Phones, Tablets, and Other Handheld
10 Devices Policy, Guiding Principles, Policy Regarding Outside Employment, Political Campaign
11 Intervention and Lobbying Activity Policy, Timekeeping Procedures, Overtime and Work
12 Schedule Policy , Make-Up Time Policy, and On-Call Policy), among other documents.
13 Counsel for the parties undertook significant investigation and evaluation of the PAGA claim
14 and related allegations, including, and not limited to, calculating the potential monetary recovery
15 under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to:
16 meeting and conferring with Defendant's counsel regarding the pleadings, case management,
17 discovery, motion practice, arbitration, mediation, and settlement negotiations, among other
18 issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court
19 filings, motion-related papers (e.g., with respect to Defendant's Motion to Compel Individual
20 Arbitration and Dismiss Action, as well as settlement approval motion papers), the brief for
21 mediation, and the settlement agreement; propounding written discovery requests and notices
22 of depositions of Defendant's persons most knowledgeable designees and reviewing
23 Defendant's responses thereto; claims evaluation and analysis; preparing for and participating
24 in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for
25 the parties have further invested time to research the applicable law, which is evolving as it
26 relates to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate
27 of pay calculations, business expense reimbursement, Industrial Welfare Commission Wage
28 Orders, arbitration agreements, wage-and-hour enforcement, Plaintiff's claims, and Defendant's

1 defenses, as well as facts discovered.

2 24. Based on investigation and information discovered, Plaintiff's Counsel believes
3 that there is sufficient evidence to support the allegations that Defendant violated the California
4 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
5 will ultimately succeed in this litigation and prevail at trial on the non-individual PAGA claim,
6 Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further
7 proceedings, and multiple risks to recovery. For example, although wage-and-hour actions are
8 amenable to resolution as to a group of employees, some courts have also found that, for various
9 reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant
10 meal periods, non-compliant rest periods, and unreimbursed business expenses, raise
11 individualized issues and/or are not suitable for adjudication as to a group of employees.

12 25. Plaintiff and his counsel have also considered the uncertainty and risk of the
13 outcome of further proceedings, including the difficulties and delays inherent in such further
14 arbitration and court proceedings. In order to prevail on the PAGA claim, Plaintiff would have
15 to prove that Defendant engaged in the alleged California Labor Code violations and
16 demonstrate that Defendant's conduct warrants the imposition of penalties.

17 **THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE**
18 **OF POSSIBLE OUTCOMES**

19 26. In order for Plaintiff to prevail on the PAGA claim, he would have to prove that
20 Defendant engaged in the alleged California Labor Code violations and demonstrate that
21 Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-
22 hour actions are amenable to resolution as to a group of employees, some courts have also found
23 that, for various reasons, the issues raised by Plaintiff raises individualized issues and/or are not
24 suitable for adjudication as to a group of employees.

25 27. From the inception of this litigation, Defendant indicated that it would
26 aggressively litigate this case and contended that it would ultimately succeed in the Action.
27 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
28 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this

1 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
2 policy and systematic scheme of wage abuse against any of its employees, and that it had, and
3 continues to have, legally-compliant employment policies and practices throughout the time
4 period at issue. Defendant denies that it ever violated any provision of the California Labor
5 Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for
6 representative adjudication for any purpose other than the Settlement.

7 28. Defendant also challenged Plaintiff's standing as an aggrieved employee and
8 denied that any of its other employees whom Plaintiff seeks to represent are aggrieved. Also,
9 multiple courts have taken an approach requiring a plaintiff to establish standing and face the
10 possibility of bifurcation of discovery and/or trial of the PAGA claim. *See Amalgamated Transit*
11 *Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that
12 PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action");
13 *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding
14 that judicial economy supported bifurcation because of the difficulties and inherent uncertainties
15 of being able to establish liability with respect to a large number of potentially aggrieved
16 employees and noted that "PAGA's public purpose would be ill-served if the court finds [the
17 plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.*
18 (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of
19 proof in the interest of judicial economy"); *see also* Cal. Code Civ. Proc. § 598 (The court may
20 "when the convenience of witnesses, the ends of justice, or the economy and efficiency of
21 handling the litigation would be promoted thereby, on motion of a party, after notice and
22 hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of
23 any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can
24 separate trial of any cause of action or of any separate issue in the interest of convenience or to
25 avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the
26 sequence and timing of discovery for the convenience of parties and witnesses and in the
27 interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation
28 and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation

1 of issues could be rendered moot).

2 29. Defendant pointed to case law that held that, given the derivative nature of the
3 PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate
4 the requisite elements to establish the various alleged violations of the California Labor Code
5 that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*,
6 failure to properly pay wages, failure to provide compliant meal and rest periods, failure to
7 reimburse for expenses, etc.

8 30. Further, Defendant also maintained that, in addition to its strong arguments
9 against the underlying claims, taking the current unsettled state of law, it would be unjust to
10 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
11 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
12 established methodology for the valuation and/or assessment of PAGA penalties, and case
13 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
14 actually assessed by trial courts is far less than the amount sought.

15 31. Defendant also argued that an important feature of PAGA is that the Court retains
16 discretion to lower the penalties if, based on the facts and circumstances of the particular case,
17 to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or
18 confiscatory.” Cal. Lab. Code § 2699(e)(2); *see also Thurman v. Bayshore Transit*
19 *Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the
20 amount of PAGA penalties awarded to an employee based upon discretionary factors).
21 Defendant maintained, and continues to maintain, that it had and continues to have, legally-
22 compliant employment policies and practices throughout the time period at issue. Even if,
23 arguendo, such violations occurred, which Defendant denies, Defendant contended that said
24 violations would only be considered “initial violations” and thus heightened “subsequent
25 violation” penalties were not warranted. *See* Cal. Lab. Code § 2699(f)(2); *see also Amaral v.*
26 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been
27 notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be
28 aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”).

Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered “willful.” Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

32. Plaintiff’s Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. *See e.g.*, *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court’s \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties

1 awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-
2 SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after
3 trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July
4 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court
5 (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
6 *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20,
7 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-
8 01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of
9 \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis*
10 *Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS
11 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi*
12 *v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013)
13 (the court declined to award PAGA penalties after trial awarding wages to class on the basis
14 that, *inter alia*, the lawsuit was not prompted by availability of PAGA penalties, penalties were
15 not necessary to remedy ongoing or future violations, corporate defendants corrected violations
16 and were no longer in business, and plaintiffs did not offer evidence establishing imposition of
17 penalties on individual defendants would not be confiscatory).

18 33. Importantly, Defendant also contended that it would be able to similarly enforce
19 arbitration agreements against the “non-individual” PAGA claims of other Aggrieved
20 Employees. Defendant contended that, taken together, these agreements and the agreement that
21 it enforced against Plaintiff’s “individual” PAGA claim would have claim preclusive impact, or
22 otherwise, could effectively be used to require Aggrieved Employees to engage in individual
23 arbitration of their individual claims on which the PAGA claim is predicated. After all,
24 Defendant already sought to enforce its arbitration agreement with Plaintiff and obtained an
25 order compelling Plaintiff to arbitration on an individual basis. There also remains uncertainty
26 regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA
27 statute. For example, there is uncertainty and tension between, on the one hand, the United States
28 Supreme Court’s 2022 decision in *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906,

1 which allowed trial courts to divide a PAGA claim into “individual” and “non-individual”
2 components, and to compel the “individual” components to arbitration, and, on the other hand, the
3 California Supreme Court’s 2023 decision in *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th
4 1104, 532 P.3d 682, which held that even when a PAGA plaintiff’s “individual” PAGA claims are
5 compelled to arbitration, that plaintiff still maintains statutory standing to pursue “non-individual”
6 PAGA claims arising out of events involving other employees. Indeed, this Court ultimately
7 recognized the dual-viability of those two decisions by compelling Plaintiff’s “individual” PAGA
8 claims to arbitration and staying the “non-individual” PAGA claims pending the outcome of the
9 arbitration. Still, there continues to be substantial uncertainty in the relevant case authorities about
10 whether an arbitrator’s finding that a PAGA plaintiff is not an “aggrieved employee” for PAGA
11 purposes, may be used exclusively, if reduced to a final judgment, such that the plaintiff may lose
12 standing to pursue non-individual PAGA claims, and the California Supreme Court is currently
13 reviewing a split of appellate authorities on the question of whether a PAGA plaintiff even needs to
14 bring individual claims at all, or whether he or she can proceed only as to the non-individual PAGA
15 claims on behalf of other Aggrieved Employees, known as a “headless” PAGA action. (*See, Leeper*
16 *v. Shipt* (2025) 566 P.3d 234, Case No, S289305, granting review of *Leeper v. Shipt* (2024) 107
17 Cal.App.5th 1001, 1005 [holding that if a former employee who entered into an enforceable
18 agreement to arbitrate PAGA claims with his/her employer attempts to bring a headless PAGA
19 action against that employer, the trial court may still compel individual arbitration because “every
20 PAGA action necessarily includes and individual PAGA claim”]; *Balderas v. Fresh Start*
21 *Harvesting, Inc.* (2024) 101 Cal.App.5th 533 [holding that PAGA standing does not “depend on the
22 viability or strength of a plaintiff’s individual PAGA claim,” which means that PAGA plaintiffs do
23 not necessarily need to assert an individual, arguably arbitrable, PAGA claim, in order to bring
24 PAGA actions on behalf of other Aggrieved Employees], and *CRST Expedited, Inc. v. Superior Ct.*
25 (2025) 112 Cal. App. 5th 872 (same, and review granted but stayed pending review of *Leeper v.*
26 *Shipt*).

27 34. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024,
28 adopting, *inter alia*, modified standing requirements, codifying a manageability requirement,

1 capping civil penalties that can be assessed against an employer if an employer meets certain
2 conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties
3 if an employer meets certain conditions, has created uncertainty regarding the future of claims
4 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement,
5 and also now, there is uncertainty regarding the PAGA claim.

6 35. While Plaintiff disagrees with Defendant's contentions and maintains that his
7 PAGA claim has merit, in reaching the settlement, Plaintiff and his counsel took into account
8 the strengths and weaknesses of each side's position and the uncertainty of how the case might
9 have concluded later down the road. For example, because the Court granted Defendant's
10 Motion to Compel Arbitration, Parties would have to go through time consuming and costly
11 arbitration proceedings, and with respect to the non-individual PAGA claims, the Parties would
12 have to prepare for trial and there could be appeals.

13 36. The parties had the opportunity to review extensive information, documents, and
14 data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort
15 to determine the potential value and strength of the PAGA claim. Counsel for the parties
16 invested time reviewing and analyzing the relevant information, documents, and data, and this
17 information made it possible to calculate the potential value of the PAGA claim. Accordingly,
18 the parties have conducted sufficient investigation and review of data, documents, and
19 information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in
20 this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy,
21 and reasonableness. The parties have also considered the settlement negotiations and the
22 recommendations of the mediator Honorable Peter J. Wilson (ret.), who is highly experienced
23 in mediation complex labor and employment matters. The parties have agreed that this case is
24 well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs,
25 risks, and delays to both sides that would attend future arbitration and court proceedings. The
26 Settlement takes into account the strengths and weaknesses of each side's position and the
27 uncertainty of how the case might have concluded in arbitration proceedings, at trial, and/or
28 upon appeal.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

37. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seek attorneys' fees in the amount of \$346,500.00, which represents approximately thirty-five percent (35%) of the Total Settlement Amount. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel have shown; (4) the results that Plaintiff's Counsel have achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel have achieved in the case; and (6) the other cases that Plaintiff's Counsel have turned down in order to devote their time and efforts to this case.

38. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel have performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **221.20 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 4**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

39. The work performed in this particular case, the background of Lawyers *for* Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$850 for work performed by Lawyers *for* Justice, PC. Lawyers *for* Justice, PC has been awarded attorneys' fees,

compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96.

LITIGATION COSTS AND EXPENSES INCURRED BY LAWYERS for JUSTICE, PC

40. The Settlement provides for reimbursement of litigation costs and expenses of up to \$25,000.00. Lawyers for Justice, PC seeks reimbursement of \$23,626.04 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 5." It should be noted that Plaintiff's Counsel have borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement.

GENERAL RELEASE FEE TO PLAINTIFF

41. For his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the total amount of \$7,500.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount

1 of time and effort discussing his employment with his counsel, gathering and producing relevant
2 documents and information, and providing the facts and evidence necessary to attempt to prove
3 the allegations. Plaintiff was available whenever his counsel needed him and actively tried to
4 obtain and provide information that would facilitate the pursuit of the PAGA claim.
5 Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition
6 to any individual penalties payment he will receive as an aggrieved employee.

7 42. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
8 statute, is within the accepted range of recoveries for this type of litigation, and is fair,
9 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
10 the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty
11 associated with continued litigation.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed this 26th day of November 2025, at Mooresville, North Carolina.

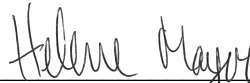
15 
16 _____
Helene Mayer

EXHIBIT 1

LAWYERS FOR JUSTICE[®]

March 4, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: NATIONAL COMMUNITY RENAISSANCE

Dear Representative:

We have been retained to represent John Franklin against National Community Renaissance (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "National Community") for violations of California wage-and-hour laws. Mr. Franklin seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Franklin seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

National Community employed Mr. Franklin as an hourly-paid, non-exempt employee from approximately June 2021 to approximately February 2022, in the State of California.

The "aggrieved employees" that Mr. Franklin may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, National Community has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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 IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 16-2001.

National Community required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to,

turning off the alarm system, unlocking front door, providing tools to managers, receiving deliveries from suppliers, and speaking with managers regarding work status.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Franklin and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Franklin and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, National Community required Mr. Franklin and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. National Community also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, National Community failed to pay Mr. Franklin and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, National Community failed to pay Mr. Franklin and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, National Community did not provide Mr. Franklin and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from National Community

were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Franklin and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Franklin and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Franklin and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Franklin and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Franklin and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, National Community failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Franklin and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, National Community did not provide Mr. Franklin and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, National Community failed to

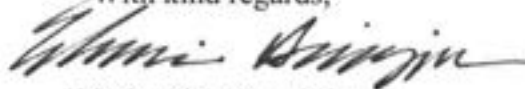
pay Mr. Franklin and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Franklin and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, National Community failed to pay Mr. Franklin and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Franklin and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Franklin and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by National Community. These costs include, but are not limited to, purchasing and maintenance of footwear in compliance with the dress code, usage of personal phone for work-related tasks, usage of mileage of personal vehicle, and purchasing and maintenance of tools, including gloves.

Therefore, on behalf of all aggrieved employees, Mr. Franklin seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

National Community Renaissance
c/o Corporation Service Company Which Will Do Business in California as CSC-
Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

The-An Hoang-Nguyen
FISHER & PHILLIPS LLP
Attorney
2050 Main Street, Suite 1000
Irvine, CA 92614

EXHIBIT 2

LAWYERS FOR JUSTICE^{PC}

April 19, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: NATIONAL COMMUNITY RENAISSANCE

Dear Representative:

We have been retained to represent John Franklin against National Community Renaissance (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "National Community") for violations of California wage-and-hour laws. Mr. Franklin seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

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Based on the following facts and theories, National Community has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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 IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 16-2001.

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California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, National Community failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Franklin and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, National Community did not provide Mr. Franklin and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, National Community failed to

pay Mr. Franklin and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Franklin and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, National Community failed to pay Mr. Franklin and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Franklin and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Franklin and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by National Community. These costs include, but are not limited to, purchasing and maintenance of footwear in compliance with the dress code, usage of personal phone for work-related tasks, usage of mileage of personal vehicle, and purchasing and maintenance of tools, including gloves.

Therefore, on behalf of all aggrieved employees, Mr. Franklin seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

National Community Renaissance
c/o Corporation Service Company Which Will Do Business in California as CSC-
Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

The-An Hoang-Nguyen
FISHER & PHILLIPS LLP
Attorney
2050 Main Street, Suite 1000
Irvine, CA 92614

EXHIBIT 3

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between John Franklin ("Plaintiff"), for himself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and National Community Renaissance ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately June 2021 to approximately February 2022;

(b) On May 10, 2022, after having previously 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"), Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *John Franklin v. National Community Renaissance*, San Bernardino County Superior Court Case No. CIVSB2209612 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(c) On March 5, 2025, the Parties mediated the Action with the Honorable Peter J. Wilson (Ret.) but were unable to resolve the Action during that session. However, with the aid of the mediator's continued evaluation, efforts, and ultimate mediator's proposal, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(d) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8 below).

2. **No Admission of Wrongdoing.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive

order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Nine Hundred Ninety Thousand Dollars and Zero Cents (\$990,000.00) (the "Total Settlement Amount") which includes the Attorneys' Fees and Costs, General Release Fee, Settlement Administration Costs, and the LWDA Payment to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Defendant agrees not to oppose or impede any application or motion by Plaintiff's Counsel for an award out of the Total Settlement Amount of attorneys' fees in the amount of thirty five percent (35%) of the Total Settlement Amount, which is Three Hundred Forty Six Thousand Five Hundred Dollars and Zero Cents (\$346,500.00), and reimbursement of litigation costs and expenses in the amount of up to Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs referred to herein shall fully compensate and reimburse Plaintiff's Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the Settlement Agreement, appearing at hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement Agreement in any challenge, appeal or other post-approval matter, all other work that Plaintiff's Counsel has performed or will perform, and all costs that Plaintiff's Counsel has incurred or will incur.

(2) For a general release of all claims Plaintiff may have against Defendant, Defendant agrees not to oppose any application or motion by Plaintiff's Counsel for up to the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) ("General Release Fee") to be paid to Plaintiff out of the Total Settlement Amount.

(3) Costs and expenses of administration of the Settlement up to the amount of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) ("Settlement Administration Costs") to be paid to a mutually agreed upon administrator (the "PAGA Settlement Administrator") out of the Total Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as 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 (the "Aggrieved Employees"). The period March 11, 2019 through March 5, 2025, is the "PAGA Period". The Aggrieved Employees are estimated to consist of approximately 900 individuals who worked

approximately 60,000 Compensable Pay Periods as of the date of mediation. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 60,000, the Total Settlement Amount will be increased by the percentage that the actual number exceeds 60,000 (which is 10% more than 60,000). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(6) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, in two equal installments of \$495,000.00. The first installment of \$495,000.00 shall be remitted to the PAGA Settlement Administrator within 30 days from the date that the Court enters an order approving the Settlement Agreement. The second installment of \$495,000.00 shall be remitted to the PAGA Settlement Administrator within the first quarter of 2027 (i.e., between January 1, 2027 and March 31, 2027).

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal). Plaintiff's Counsel shall ultimately be responsible for preparing and presenting to the Court all filings required by the Court in the Action to implement the Settlement and terminate the Action pursuant to settlement.

(b) The Parties further agree that Plaintiff's Counsel shall be responsible for drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in

Section 3(a) above. The Parties have agreed that Defendant is to provide a declaration regarding Defendant's financial condition to be filed alongside the documents to obtain approval of this Settlement Agreement.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Mark Jacobs, Nathan Low, and/or Ryan Wheeler of Fisher & Phillips LLP ("Defendant's Counsel") for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, in two equal installments of \$495,000.00 as described in Section 5(a) above. If the date by which either payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro-rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing

the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the number of Compensable Pay Periods worked by each Aggrieved Employee during the PAGA Period.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with

respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged 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 (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from 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 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff has agreed to separate individual settlement agreement whereby Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention

to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and should that provision be incapable of being modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel with the assistance of the third-party mediator, Hon. Peter J. Wilson (Ret.). In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) Other than information necessary to secure Court approval of this Settlement Agreement and the settlement contained herein, the Parties agree to keep confidential all matters relative to this Settlement Agreement, including the claims asserted by Plaintiff in the Action and PAGA Notice, and the settlement terms, including the facts and circumstances leading up to it. None of the Parties will issue any press release or other disclosure regarding the Settlement Agreement and/or settlement other than as necessary to obtain Court approval or effectuate the settlement and release terms. Plaintiff further agrees that neither he, nor his respective counsel, will discuss the existence of this Settlement Agreement except as necessary to effectuate its terms or as otherwise required by law, including any and all obligations towards the LWDA and warranted responses to inquiries and/or concerns from Aggrieved Employees. The Parties may, however, discuss the terms of this Settlement Agreement with their spouses, attorneys, financial advisors, tax advisors, and accountants as necessary for tax related purposes, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement Agreement shall be informed that the terms of this Settlement Agreement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement Agreement. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

(g) The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

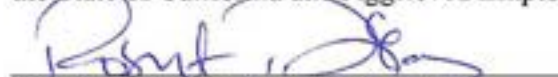
Date: Nov 16, 2025



John Franklin (Nov 16, 2025 19:36:39 PST)

John Franklin
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: 11/16/2025



National Community Renaissance
By: Robert Diaz
Its: EVP & General Counsel

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].

EXHIBIT 4

JOHN FRANKLIN V. NATIONAL COMMUNITY RENAISSANCE
San Bernardino County Superior Court Case No. CIVSB2209612 (“State Action”)
ADR Services Case No. 23-4171-JZ (“Arbitration Action”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff John Franklin (“Plaintiff”) during the Case	12.50
Investigate, Communicate with, and/or Interview Aggrieved Employees and/or Percipient Witnesses	6.50
Investigate and Review Documents Filed and Register of Actions in Potential Overlapping Cases Against National Community Renaissance (“Defendant”), Including, <i>Inter Alia</i> , <i>Tonia Ballou v. National Community Renaissance, et al.</i> , San Bernardino County Superior Court Case No. CIVSB2223715 and <i>Stephen Dally v. National Community Renaissance</i> , San Bernardino County Superior Court Case No. CIVDS2009726	1.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff’s Private Attorneys General Act (“PAGA”) Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on May 10, 2022) (State Action)	7.50
Review Court’s Initial Case Management Conference Order (filed on June 9, 2022) (State Action)	0.20
Meet and Confer with Defendant’s Counsel, and Draft, Review, and/or Revise Joint Initial Case Management Conference Statement (filed on August 24, 2022) (State Action)	1.50

Review Court's Minute Order Re: Case Management Conference (filed on August 30, 2022) (State Action)	0.10
Review Court's Notice of Reassignment of Case for All Purposes (filed on November 2, 2022) (State Action)	0.10
Review Court's Minute Order Re: Further Case Management Conference (filed on January 9, 2023) (State Action)	0.10
Draft Notice Re: Continuance of Hearing and Order (filed on April 7, 2023) (State Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on June 22, 2023) (State Action)	1.20
Review ADR Services, Inc.'s ("ADR Services") Initiation of Arbitration Letter (served on August 2, 2023) (Arbitration Action)	0.20
Draft John Franklin's ("Claimant") Consumer Arbitration Registration Form (served on August 3, 2023) (Arbitration Action)	0.10
Review ADR Services' Disclosure Cover Letter and Disclosure Checklist (served on August 3, 2023) (Arbitration Action)	0.20
Review and Analyze National Community Renaissance's ("Respondent") Answer and Affirmative Defenses to Claimant's Complaint (served on August 17, 2023), and Research Affirmative Defenses in Respondent's Answer (Arbitration Action)	1.30
Review ADR Services' Arbitration Management Order No. 1 (served on October 4, 2023) (Arbitration Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on October 23, 2023) (State Action)	1.10
Review Court's Minute Order Re: Further Case Management Conference (filed on November 7, 2023) (State Action)	0.10

Review and Analyze Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint (served on November 8, 2023), and Research Affirmative Defenses in Defendant's Answer (State Action)	1.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation Regarding Agreement to Mediate; [Proposed] Order (submitted on February 20, 2024) (State Action)	1.20
Review Court's Order Regarding Agreement to Mediate (filed on April 8, 2024) (State Action)	0.10
Draft Notice of Entry of Judgment or Order (filed on April 30, 2024) (State Action)	0.10
Review Court's Minute Order Re: Further Case Management Conference (filed on May 8, 2024) (State Action)	0.10
Meet and Confer with Respondent's Counsel, and Draft, Review, and/or Revise Joint Report Regarding Status of Mediation (served on May 31, 2024) (Arbitration Action)	1.10
Review ADR Services' Letter Regarding Arbitrator Honorable John Zebrowski (served on June 5, 2024) (Arbitration Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on July 22, 2024) (State Action)	1.20
Review Court's Order to Continue Case Management Conference (filed on July 23, 2024) (State Action)	0.10
Draft Notice of Entry of Judgment or Order (filed on August 8, 2024) (State Action)	0.10
Review Court's Notice Re: Continuance of Hearing (filed on August 28, 2024) (State Action)	0.10
Draft Notice of Association of Counsel (filed on September 3, 2024) (State Action)	0.20
Review Defendant's Case Management Statement (filed on November 22, 2024) (State Action)	0.10
Review Joint Case Management Conference Statement (filed on November 26, 2024) (State Action)	0.10
Draft Notice of Change of Address or Other Contact Information (filed on January 14, 2025) (State Action)	0.10
Review Defendant's Case Management Conference Statement (served on March 18, 2025) (State Action)	0.10

Review Joint Case Management Conference Statement (filed on April 1, 2025) (State Action)	0.10
Review Court's Minute Order Re: Further Case Management Conference (filed on April 2, 2025) (State Action)	0.10
Review Joint Case Management Conference Statement (filed on September 22, 2025) (State Action)	0.10
Review Court's Minute Order Re: Further Case Management Conference (filed on September 29, 2025) (State Action)	0.10
Review Joint Stipulation to Shorten Briefing Time on Plaintiff's Motion for Approval of Private Attorneys General Act Settlement; [Proposed] Order (submitted on November 19, 2025) (State Action)	0.10
Appearances	
Prepare for and Remotely Attend Complex Case Management Conference (August 30, 2022) (State Action)	1.40
Prepare for and Attend Motion to Compel Arbitration and Further Complex Case Management Conference (January 9, 2023) (State Action)	2.90
Prepare for and Remotely Attend Arbitration Conference (October 4, 2023) (Arbitration Action)	1.30
Prepare for and Remotely Attend Case Management Conference (November 7, 2023) (State Action)	1.30
Prepare for and Remotely Attend Arbitration Conference (March 21, 2024) (Arbitration Action)	0.80
Prepare for and Remotely Attend Further Case Management Conference (May 8, 2024) (State Action)	1.30
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff John Franklin (served on November 2, 2021)	1.90
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff	3.10

Draft, Review, and/or Revise Claimant's Notice of Deposition of Person Most Knowledgeable at Respondent and Requests for Production of Documents (Organizational Structure; noticed for January 4, 2023) (served on November 30, 2023) (Arbitration Action)	1.20
Draft, Review, and/or Revise Claimant's Notice of Deposition of Person Most Knowledgeable at Respondent and Requests for Production of Documents (Wage and Hour Practices; noticed for January 5, 2023) (served on November 30, 2023) (Arbitration Action)	1.20
Draft, Review, and/or Revise Claimant's Special Interrogatories (Set One) and Requests for Production of Documents (Set One) to Respondent (served on November 30, 2023) (Arbitration Action)	2.10
Review and Analyze Respondent's Responses to Claimant's Special Interrogatories (Set One) and Requests for Production of Documents (Set One) (served on January 26, 2024) (Arbitration Action)	2.60
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff for Penalties Under California Labor Code Section 2698, <i>et seq.</i> (served on March 4, 2022)	4.50
Draft Additional Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff for Penalties Under California Labor Code Section 2698, <i>et seq.</i> (served on April 19, 2022)	1.30
Draft Correspondence to, Meet and Confer with, and/or Respond to Correspondence from Defendant's Counsel	17.50
Meet with, Draft Correspondence to, and/or Respond to Correspondence from Co-Counsel	16.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant (approximately 8,838 pages), and Other Sources, and Prepare for July 9, 2024 Scheduled Mediation (Date Continued), Including Researching Settlement-Related and Merits-Related Issues, Drafting the Mediation Brief and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted July 5, 2024), and Performing Penalties Analysis and Calculations	78.50

Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources, Perform Additional Claim Evaluation, and Review Plaintiff's Mediation Brief for March 5, 2025 Mediation (submitted March 4, 2025)	9.50
Review and Analyze Mediator's Proposal (issued March 7, 2025; not accepted)	0.50
Review and Analyze Mediator's Proposal (issued April 25, 2025; accepted)	0.50
Draft, Review, Revise, Negotiate, and/or Finalize Memorandum of Understanding Re: PAGA Representative Action Settlement (executed on November 6, 2025)	1.10
Draft, Review, Revise, Negotiate, and/or Finalize Private Attorneys General Act Settlement Agreement and Release (executed on November 16, 2025) and Draft Related Cover Letter to Aggrieved Employees	1.50
Law and Motion	
Review and Analyze Defendant's Notice of Motion to Compel Individual Arbitration and Dismiss Action, Memorandum of Points and Authorities in Support Thereof, Declaration of The-An Hoang-Nguyen in Support Thereof, Declaration of Mondi Dorrough in Support Thereof, and [Proposed] Order Granting Defendant's Notice of Motion to Compel Individual Arbitration and Dismiss Action (served on August 26, 2022) (State Action)	1.50
Research, Draft, Review, and/or Revise Plaintiff's Opposition to Defendant's Motion to Compel Individual Arbitration and Dismiss Action, Objections to Defendant's Evidence in Support Thereof, Request for Judicial Notice in Support Thereof, and Declaration of Plaintiff in Support Thereof (filed on December 23, 2022) (State Action)	18.50

Review and Analyze Defendant's Reply in Support of Defendant's Motion to Compel Individual Arbitration and Dismiss Action, Response to Plaintiff's Objections to Defendant's Evidence in Support Thereof, Supplemental Declaration of Mondy Dorrough in Support Thereof, Declaration of Angel Rogers in Support Thereof, Evidentiary Objections to Plaintiff John Franklin's Request for Judicial Notice in Support of His Opposition to Defendant's Motion to Compel Individual Arbitration and Dismiss Action, Evidentiary Objections to Plaintiff John Franklin's Declaration in Support of His Opposition to Defendant's Motion to Compel Individual Arbitration and Dismiss Action, and [Proposed] Order on Defendant's Evidentiary Objections to Plaintiff John Franklin's Declaration in Support of His Opposition To Defendant's Motion To Compel Individual Arbitration and Dismiss Action (served on December 30, 2022) (State Action)	2.30
Review Court's Tentative Ruling Re: Defendant's Motion to Compel Individual Arbitration and Dismiss Action (published on January 9, 2023) (State Action)	0.60
Review Court's Minute Order and Order Granting Defendant's Motion to Compel Individual Arbitration and Dismiss Action (filed on January 9, 2023) (State Action)	0.40
Draft, Review, and/or Revise Declaration of Helene Mayer in Support of Plaintiff's Motion for Approval of Private Attorneys General Act Settlement Agreement (contemplated to be filed on November 26, 2025) (State Action)	4.50
Total Hours:	221.20

EXHIBIT 5

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Franklin vs. National Community Renaissance (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
11/2/2021	U.S. Postmaster	Postage	\$7.38
3/4/2022	U.S. Postmaster	Postage	\$15.06
3/4/2022	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
5/10/2022	Legal Document Server, Inc.	Attorney Service	\$261.86
5/10/2022	San Bernardino Superior Court	Complex Filing Fee	\$1,000.00
5/10/2022	San Bernardino Superior Court	Complaint Filing Fee	\$435.00
7/14/2022	ProLegal	Attorney Service	\$186.10
7/22/2022	Legal Document Server, Inc.	Attorney Service	\$45.00
7/22/2022	Legal Document Server, Inc.	Attorney Service	\$130.00
8/24/2022	Legal Document Server, Inc.	Attorney Service	\$150.00
8/31/2022	CourtCall, LLC	Attorney Service	\$94.00
10/10/2022	General Logistics Systems US, Inc.	Courier Service	\$20.64
12/23/2022	Legal Document Server, Inc.	Attorney Service	\$217.75
1/9/2023	Jacquelyn Silva	Travel Reimbursement	\$289.68
4/7/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
6/22/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
11/2/2023	Legal Document Server, Inc.	Attorney Service	\$17.09
4/4/2024	Legal Document Server, Inc.	Attorney Service	\$18.59
4/4/2024	San Bernardino Superior Court	Stipulation & Order Fee	\$20.00
4/30/2024	Legal Document Server, Inc.	Attorney Service	\$45.00
4/30/2024	Legal Document Server, Inc.	Attorney Service	\$135.00
5/7/2024	CourtCall, LLC	Attorney Service	\$72.00
5/16/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
7/16/2024	CPAnalytics	Data Analysis of Sampling of Time Records	\$6,332.50
7/22/2024	Legal Document Server, Inc.	Attorney Service	\$156.39
7/22/2024	San Bernardino Superior Court	Stipulation & Order Fee	\$20.00
8/8/2024	Legal Document Server, Inc.	Attorney Service	\$155.00
9/16/2024	Legal Document Server, Inc.	Attorney Service	\$17.20
11/26/2024	Legal Document Server, Inc.	Attorney Service	\$17.20
1/15/2025	Signature Resolution LLC	Mediation Fee	\$8,250.00
2/13/2025	Legal Document Server, Inc.	Attorney Service	\$18.15
4/1/2025	Legal Document Server, Inc.	Attorney Service	\$155.00
4/16/2025	CPAnalytics	Data Analysis of Sampling of Time Records	\$4,957.50
Total:			\$23,626.04