

1 JOHN A. LOFTON, ESQ. (222259)  
2 Aiman-Smith & Marcy, P.C.  
3 7677 Oakport Street, Suite 1150  
4 Oakland, CA 94621  
5 Telephone: 510-817-2728  
6 Email: jal@asmlawyers.com

7 Attorneys for Plaintiff Andre Taylor

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**  
10 **UNLIMITED JURISDICTION**

11 ANDRE TAYOR, an individual,  
12 Plaintiff,

13 v.  
14

15 BARRETT FINANCIAL GROUP, LLC, an  
16 Arizona limited liability company; and DOES  
17 1-25, inclusive,  
18 Defendants.

Case No. 22STCV32618

Reservation ID: 387267273348

Assigned for all purposes to Hon. Daniel M.  
Crowley, Dept. 71

**DECLARATION OF JOHN A. LOFTON  
IN SUPPORT OF PLAINTIFF'S MOTION  
FOR APPROVAL OF SETTLEMENT OF  
LABOR CODE §2698, et seq. PRIVATE  
ATTORNEYS GENERAL ACT ("PAGA")  
CLAIMS**

Date: June 5, 2025  
Time: 8:30 a.m.  
Dept.: 71

21 I, John A. Lofton, declare as follows:

22 1. I am an attorney at law licensed to practice in the State of California and before this  
23 Court. I am of counsel at the law firm Aiman-Smith & Marcy, P.C. ("ASM"), counsel of record  
24 for Plaintiff Andre Taylor, on behalf of the LWDA and PAGA Employees, in this action. The  
25 facts stated herein are true of my own personal knowledge. This declaration is provided in support  
26 of Plaintiff's Motion for Approval of Settlement of Labor Code Section 2698, et seq., Private  
27 Attorneys General Act ("PAGA") Claims.  
28

## Investigation, Mediation, and Settlement

2. Prior to filing the complaint, our office thoroughly investigated the facts and legal issues in this case. I met with and had multiple communications with Plaintiff Andre Taylor, who provided valuable information about his experiences and those of other employees.

3. On September 6, 2022, I filed Mr. Taylor's PAGA claim notice with the Labor and Workforce Development Agency ("LWDA") and caused it to be served on Defendant Barrett Financial Group, LLC. On March 9, 2023, I filed and served Mr. Taylor's amended PAGA claim notice. True and correct copies of the PAGA claim notices are attached hereto as Exhibit A.

4. Over the course of the two years this case has been litigated, the parties exchanged significant discovery. Among other things, Defendant provided employment agreements, wage records, commission agreements, commission calculation worksheets, detailed mortgage software records, and the like for Mr. Taylor and the class of PAGA employees during the relevant time period. This information, along with the independent investigation conducted by Plaintiff's counsel, was sufficient for Plaintiff to assess the strengths and weaknesses of the case, to perform a thorough damages analysis, and to assess the likely amount Defendant could pay.

5. During the course of litigation, mediation, and settlement negotiations, I undertook significant efforts to analyze the risks and benefits of litigation and potential damages/penalties exposure, which included but was not limited to, the following:

- interviewing Plaintiff at length on repeated occasions;
- researching applicable laws;
- preparing the terms of the PAGA claim notices;
- preparing formal discovery requests;
- ongoing meet and confer efforts with defense counsel;
- drafting pleadings;
- successfully defeating Defendant's motion to compel arbitration;
- successfully bringing multiple motions to compel and informal discovery conference hearings;

- reviewing employment policies, timekeeping records, payroll documents, commission agreements, and other data;
- interviewing multiple witnesses;
- preparing a detailed mediation brief;
- attending a full-day mediation;
- preparing and negotiating about the terms of the Settlement Agreement; and
- preparing Plaintiff's Motion for Approval of PAGA Settlement and supporting documents.

6. On November 13, 2024, the parties attended a full day mediation before Hon S. James Otero and engaged in arm's-length negotiations. After a full day of negotiations, the parties agreed to a non-reversionary settlement of the PAGA claims in the amount of \$605,000.

7. The parties entered into a long form settlement agreement, which was fully and finally signed on December 16, 2024. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit B.

8. My office is serving a copy of the Settlement Agreement and Plaintiff's Motion for Approval of Settlement on the LWDA, concurrently with the court filing, on January 30, 2025.

9. The Settlement was reached only after arm's length and good faith negotiations. The mediator, Hon. S. James Otero, is highly regarded and has extensive experience in the mediation of employment disputes. Prior to mediation, the parties engaged in a significant exchange of data, including employment agreements, wage records, commission agreements, commission calculation worksheets, detailed mortgage software records, and the like. Both parties provided detailed mediation briefs and our office prepared an extensive analysis of the potential exposure. The parties engaged in a significant exchange of data and had sufficient information to evaluate the strengths and weaknesses of the claims and defenses, whether to pursue litigation or settle, and the appropriate settlement value of the claims. Despite zealous advocacy from both sides, the risks of continued litigation had to be considered and a compromise of the claims was settled upon.

1           10.     Because Defendant did not maintain records of the PAGA Employees' days and  
2 hours worked, it would be prohibitively difficult or impossible to determine the exact number of  
3 pay periods at issue during the PAGA Period. Based on the Defendant's records, reasonable  
4 extrapolations thereon, and the best estimates of both parties, the parties agreed that a reasonable  
5 estimate of the total number of pay periods worked by PAGA Employees was approximately  
6 7,500 pay periods during the PAGA period. Under the PAGA, a maximum penalty of \$100 per  
7 pay period is assessed for initial violations and \$200 for subsequent violations. Per the data  
8 provided by Defendant, there were 7,500 pay periods during the PAGA Period. At \$100 per each  
9 of the 7,500 pay periods, this is a maximum exposure at trial of \$750,000.00.

10           11.     Here, the settlement for \$605,000, is approximately 80% of the potential maximum  
11 exposure at trial. This is an excellent result given the Court's discretion to reduce the penalty  
12 award in light of Defendant's defenses.

13           12.     Plaintiff's counsel believes that this settlement is fair, reasonable, and adequate and  
14 in the best interest of the LWDA and Covered Employees.

15  
16                           **PAGA Representative Incentive Award**

17           13.     Mr. Taylor spent a significant amount of time helping me and my firm with the  
18 prosecution of this action and performing the following tasks: (1) meeting with and  
19 communicating with his attorneys on numerous occasions; (2) detailing his experiences and  
20 producing copies of documents; (3) identifying and contacting witnesses; (4) providing expert-  
21 level experience regarding Defendant's data systems and procedures; (5) assisting in preparing the  
22 PAGA claim notices and complaint; (6) providing material support in the preparation, review, and  
23 responses to formal and informal discovery; (7) reviewing the mediation documents prepared; (8)  
24 reviewing the terms of and signing the Settlement Agreement; and (9) assisting in the preparation  
25 of this motion.

26           14.     Mr. Taylor also faced great risk in challenging Defendant's employment policies  
27 and bringing suit against his former employer, not least because Plaintiff faced potential liability  
28 for Defendant's costs if Defendant prevailed.

15. Additionally, the notoriety of being a PAGA or class action representative is even more significant today given the accessibility of court documents on-line and PAGA/class action blogs. Further, employers frequently perform background checks of applicants and the fact that an individual has sued a former employer in a representative action in the same profession will likely be viewed negatively. Thus, the incentive award is necessary to award Mr. Taylor for the notoriety and risk taken in his role as a PAGA representative.

### Attorneys' Fees and Costs

16. Plaintiff seeks approval of attorney's fees, as part of this Settlement, of one-third of the Gross Settlement Amount, in the amount of \$201,667.00, in consideration of the time, effort, and expertise Plaintiff's Counsel expended on a contingent basis for the benefit of the LWDA and PAGA Employees. The attorney's fees and costs will be paid from the agreed upon settlement amount.

17. Plaintiff's Counsel are experienced in civil litigation and representative actions. My firm substantially concentrates its practice in the prosecution of representative actions and we have successfully served as class counsel and PAGA counsel in prosecuting dozens of complex actions against major corporations, including taking cases to judgment and to appeal. We have recovered tens of millions of dollars in benefits for individuals and aggrieved across the country. Four of our recent class action appellate opinions are Bradley v. Networkers International LLC, 211 Cal.App.4th 1129 (2012), Benton v. Telecom Network Specialists, Inc., 220 Cal.App.4th 701 (2013), Accurso v. In-N-Out Burgers, 94 Cal.App.5th 1128 (2023), and Piplack v. In-N-Out Burgers, 99 Cal.App.5th 1281 (2023), which have been cited in case law more than one hundred times.

18. From the outset of the case to the present, prosecution of this action has involved significant financial risk for Plaintiff's Counsel. We undertook this matter solely on a contingent basis, with no guarantee of recovery, and have placed our own resources at risk to prosecute this action with no guarantee of success.

1           19.     If Defendant prevailed on any one of the affirmative defenses raised, it could  
2 substantially reduce, if not wholly defeat, recovery. Despite such challenges, Plaintiff's Counsel  
3 was able to secure a favorable settlement which provides recovery to Mr. Taylor, the aggrieved  
4 employees, and the LWDA.

5           20.     The quality of opposing counsel is also important to evaluating the quality of the  
6 work done by Plaintiffs' Counsel. Here, Defendant was jointly represented by Roger Wright of  
7 Wright Law Firm, PLC and Andrew Smith of Jackson Lewis, P.C., both experienced employment  
8 litigators. Thus, the complexity and potential duration of the case, and that in the face of  
9 experienced and resourceful opposition, weigh in favor of awarding the requested attorney's fees.

10           21.     The results achieved by the Settlement support Plaintiff's Counsel's request for  
11 attorney's fees. The Settlement will result in payment of approximately \$277,942.93 to the  
12 LWDA and \$92,642.64 to the PAGA Employees.

13           22.     The efficiency with which this litigation was conducted and resolved should also be  
14 rewarded. The LWDA and PAGA Employees will directly benefit from the prompt and fair  
15 resolution of their claims. They will be receiving a significant award in a short period of time as  
16 opposed to waiting years to recover some undetermined amount if they succeeded at trial, which is  
17 an uncertainty in itself.

18           23.     As California law recognizes, Plaintiff's Counsel's commitment to this litigation  
19 should not be assessed in a vacuum. A relevant factor in determining attorney's fees is whether  
20 the litigation required Plaintiff's Counsel to forego other employment. Here, there was additional  
21 work that was available to my firm that we had to forgo to devote the time necessary to pursue this  
22 litigation. Specifically, my firm undertakes marketing efforts that generate a steady stream of  
23 leads and potential cases, and we are only able to take on a portion of those cases and forego the  
24 remainder, so it is essential that we earn our fees for the cases we do accept.

25           24.     Accordingly, attorney's fees in the amount of \$201,667, which is one-third of the  
26 Gross Settlement Amount, is fair and reasonable under the circumstances, and under California  
27 precedent. For the purposes of a lodestar cross-check, I have spent over 235 hours working on this  
28

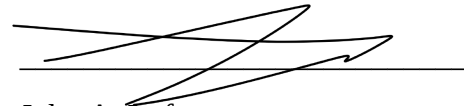
1 matter, at my regular hourly rate of \$825, for a total of more than \$193,875 – which compares  
2 favorably with the fees requested by this motion. The work was necessary and appropriate, and  
3 included (1) successfully defeating Defendant’s motion to compel arbitration, (2) successfully  
4 bringing multiple motions to compel and informal discovery conferences due to Defendant’s  
5 discovery obstruction, (3) conducting two separate Belaire-West processes, (4) interviewing  
6 numerous witnesses, and (5) reviewing and analyzing tens of thousands of employment and  
7 independent contractor records to determine the scope of Defendant’s wrongdoing.

8 25. Plaintiff’s Counsel’s litigation costs were all reasonable and necessary expenses in  
9 litigating and resolving this action. A true and correct copy of the itemized list of costs, in the  
10 amount of \$17,742.43, is attached hereto as Exhibit C.

11 **Settlement Administrator**

12 26. The Settlement Administrator will pay out of the Gross Settlement Amount to itself  
13 its reasonable fees and expenses, not to exceed \$5,000.00, after such payment has been approved  
14 by the Court. Atticus Administration is a well-known and respected Settlement Administrator. A  
15 true and correct copy of the quote from Atticus Administration for \$4,500.00 is attached hereto as  
16 Exhibit D. I have used Atticus Administration in other matters, and I know its rates to be fair and  
17 competitive. The parties already used Atticus Administration to conduct two Belaire-West notice  
18 procedures in this case, so it already has familiarity with the case and the PAGA Employees which  
19 will allow additional efficiencies  
20

21  
22 I declare under penalty of perjury under the laws of the State of California that the  
23 foregoing is true and correct. This Declaration was executed on January 30, 2025 at Oakland,  
24 California.

25   
26 John A. Lofton

# Exhibit A

September 6, 2022

***Via Certified Mail***

Barrett Financial Group, LLC  
2314 S. Val Vista Dr., Suite 201  
Gilbert, AZ 85295

Chris Johnson  
California Corporate Agents, Inc.  
2108 N. Street, Suite C  
Sacramento, CA 95816

***Re: PAGA Notice Pursuant to Labor Code §2699.3(a)(1) re: Violations of the California Labor Code***

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Andre Taylor hereby gives notice of violations of the California Labor Code §§201, 202, 204, 226, 226.7, 247.5, 510, 512, 558, 1174, 1194, 2751, 2802, and IWC Wage Order No. 4-2001 (8 C.C.R. §11040) by Barrett Financial Group, LLC (“Defendant”). Defendant’s legal violations as described herein were and are knowing and intentional.

Mr. Taylor is an aggrieved employee of Defendant as defined by California Labor Code §2699(c) because he was: (1) an employee of Defendant within the past 12 months, (2) against whom Defendant’s violations of the California Labor Code as described herein were committed.

**I. Facts and Theories Giving Rise to Defendant’s Violations of the California Labor Code**

Defendant operates a mortgage loan origination business in California and other states. On information and belief, Defendant employs more than one hundred employees in California. Mr. Taylor was employed by Defendant as a non-exempt hourly employee from approximately March 28, 2022 to August 18, 2022 as a mortgage loan originator.

Defendant agreed to pay Mr. Taylor and other employees an hourly rate and commissions. The hourly rate was characterized as a “Draw Guarantee” that would be deducted from earned commissions. However, Defendant failed to pay Mr. Taylor and

other employees any hourly rate at all, meaning that Mr. Taylor and other employees often were not paid even minimum wage. Despite not paying Mr. Taylor any hourly wages, Defendant nevertheless deducted wages from his commission.

Defendant's commission agreements were vague to the point that no reasonable person could calculate how much he or she would earn from a particular transaction. The agreement allowed Defendant to deduct a wide variety of expenses, many of which were undefined and/or had no relation to the transactions at issue. For example, the agreement allowed Defendant to deduct "the cost of any company paid employee benefits" and "[a]ny other direct expenses of BFG, not specifically listed above." Defendant used these vague rules to make excessive and unlawful deductions from Mr. Taylor's and other employees' earned commissions.

Defendant failed to track or record Mr. Taylor's and other employees' time worked, or pay them for that time. In connection with this failure, Defendant failed to track or pay employees' overtime work. Throughout his employment, Mr. Taylor routinely worked ten or more hours a day, fifty or more hours a week. As noted above, Defendant failed to pay employees regular wages, and also failed to pay overtime premiums for hours in excess of eight hours in a day, forty hours in a workweek, or for seven consecutive days in a workweek. Defendant failed to provide accurate, itemized wage statements, or indeed, often failed to provide any wage statements at all.

Throughout his employment, Mr. Taylor and other employees were denied timely and uninterrupted meal and rest periods. Defendant failed to provide clear guidance to employees regarding their rights to meal and rest periods or when they could or should be taken. Defendant failed to record meal periods for Mr. Taylor and other employees. Because Defendant failed to provide or record timely meal and rest periods, they owe Mr. Taylor one hour of compensation for each day worked without a timely meal period and one hour of compensation for each day worked with a missed rest period. Defendant failed to pay Mr. Taylor those wages when they were due and failed to pay Mr. Taylor those wages upon termination.

During the relevant time period, Defendant required Mr. Taylor and other employees to work from home and use their own phones, computers, residences, personal vehicles, and the like for work purposes. Defendant failed to compensate Mr. Taylor and other employees for these expenses, despite the fact that they were expenses incurred at the instruction of Defendant and for the benefit of Defendant's business.

During the relevant time period, Defendant failed to pay employees all wages owed at the time of separation or within 72 hours of said members' resignation and/or termination.

## **II. Provisions of the California Labor Code Violated by Defendants and Penalties Sought**

As a result of Defendant's violations of the California Labor Code, as alleged herein, Mr. Taylor is entitled to recover civil penalties pursuant to Labor Code §2699 *et seq.* on behalf of himself and all other former or current California employees of Defendant who were subjected to their violations of the Labor Code as described herein.

For failing to provide meal periods in violation of Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to record meal periods and total hours worked in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of Defendants, in violation of Labor Code §2802, Defendant is subject to

civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, 1194 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees the legal minimum wage in violation of Labor Code §§510, 558, 1194 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay wages on time in violation of Labor Code §204, Defendant is subject to civil penalties in the amount of \$100 for each failure to pay each employee for any initial violation, and for each subsequent violation, \$200 for each failure to pay each employee, plus twenty-five percent of the amount unlawfully withheld pursuant to Labor Code §210(a).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, Defendant is subject to civil penalties in the amount of \$50 for the initial pay period in which the violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 pursuant to Labor Code 226(e).

For failing to maintain time records in violation of Labor Code §247.5 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide employees with a commission agreement that clearly sets forth the method by which commissions would be computed and paid in violation of Labor Code §2751, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Mr. Taylor reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY  
A PROFESSIONAL CORPORATION



John A. Lofton

March 9, 2023

***Via Certified Mail***

Barrett Financial Group, LLC  
c/o Andrew L. Smith  
Jackson Lewis P.C.  
725 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017

***Re: AMENDED PAGA Notice Pursuant to Labor Code §2699.3(a)(1) re:  
Violations of the California Labor Code***

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Andre Taylor hereby gives amended notice of violations of the California Labor Code §§201, 202, 204, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2751, 2802, and IWC Wage Order No. 4-2001 (8 C.C.R. §11040) by Barrett Financial Group, LLC (“Defendant”). Defendant’s legal violations as described herein were and are knowing and intentional.

Mr. Taylor is an aggrieved employee of Defendant as defined by California Labor Code §2699(c) because he was: (1) an employee of Defendant within the past 12 months, (2) against whom Defendant’s violations of the California Labor Code as described herein were committed.

**I. Facts and Theories Giving Rise to Defendant’s Violations of the California Labor Code**

Defendant operates a mortgage loan origination business in California and other states. On information and belief, Defendant employs more than one hundred employees in California. Mr. Taylor was employed by Defendant as a non-exempt hourly employee from approximately March 28, 2022 to August 18, 2022 as a mortgage loan originator.

Defendant agreed to pay Mr. Taylor and other employees an hourly rate and commissions. The hourly rate was characterized as a “Draw Guarantee” that would be

deducted from earned commissions. However, Defendant failed to pay Mr. Taylor and other employees any hourly rate at all, meaning that Mr. Taylor and other employees often were not paid even minimum wage. Despite not paying Mr. Taylor any hourly wages, Defendant nevertheless deducted wages from his commission.

Defendant's commission agreements were vague to the point that no reasonable person could calculate how much he or she would earn from a particular transaction. The agreement allowed Defendant to deduct a wide variety of expenses, many of which were undefined and/or had no relation to the transactions at issue. For example, the agreement allowed Defendant to deduct "the cost of any company paid employee benefits" and "[a]ny other direct expenses of BFG, not specifically listed above." Defendant used these vague rules to make excessive and unlawful deductions from Mr. Taylor's and other employees' earned commissions.

Defendant failed to track or record Mr. Taylor's and other employees' time worked, or pay them for that time. In connection with this failure, Defendant failed to track or pay employees' overtime work. Throughout his employment, Mr. Taylor routinely worked ten or more hours a day, fifty or more hours a week. As noted above, Defendant failed to pay employees regular wages, and also failed to pay overtime premiums for hours in excess of eight hours in a day, forty hours in a workweek, or for seven consecutive days in a workweek. Defendant failed to provide accurate, itemized wage statements, or indeed, often failed to provide any wage statements at all.

Throughout his employment, Mr. Taylor and other employees were denied timely and uninterrupted meal and rest periods. Defendant failed to provide clear guidance to employees regarding their rights to meal and rest periods or when they could or should be taken. Defendant failed to record meal periods for Mr. Taylor and other employees. Because Defendant failed to provide or record timely meal and rest periods, they owe Mr. Taylor one hour of compensation for each day worked without a timely meal period and one hour of compensation for each day worked with a missed rest period. Defendant failed to pay Mr. Taylor those wages when they were due and failed to pay Mr. Taylor those wages upon termination.

During the relevant time period, Defendant required Mr. Taylor and other employees to work from home and use their own phones, computers, residences, personal vehicles, and the like for work purposes. Defendant failed to compensate Mr. Taylor and other employees for these expenses, despite the fact that they were expenses incurred at the instruction of Defendant and for the benefit of Defendant's business.

During the relevant time period, Defendant failed to pay employees all wages owed at the time of separation or within 72 hours of said members' resignation and/or termination.

## **II. Provisions of the California Labor Code Violated by Defendants and Penalties Sought**

As a result of Defendant's violations of the California Labor Code, as alleged herein, Mr. Taylor is entitled to recover civil penalties pursuant to Labor Code §2699 *et seq.* on behalf of himself and all other former or current California employees of Defendant who were subjected to their violations of the Labor Code as described herein.

For failing to provide meal periods in violation of Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to maintain accurate time and payroll records, and to record meal periods and total hours worked in violation of Labor Code §§247.5, 558, and 1174 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of Defendants, in violation of Labor Code §2802, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, 1197 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay at least the minimum wage for time worked, in violation of Labor Code §§558 and 1197 and Industrial Welfare Commission Wage Order No. 4-2001 (8 C.C.R. §11040), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay wages on time in violation of Labor Code §204, Defendant is subject to civil penalties in the amount of \$100 for each failure to pay each employee for any initial violation, and for each subsequent violation, \$200 for each failure to pay each employee, plus twenty-five percent of the amount unlawfully withheld pursuant to Labor Code §210(a).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide employees with a commission agreement that clearly sets forth the method by which commissions would be computed and paid in violation of Labor Code §2751, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Mr. Taylor reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY  
A PROFESSIONAL CORPORATION



John A. Lofton

# Exhibit B

## **PAGA SETTLEMENT AND RELEASE AGREEMENT**

This PAGA Settlement and Release Agreement (“Agreement”) is made and entered into by and between Plaintiff Andre Taylor (“Plaintiff”) and Defendant Barrett Financial Group, LLC (“Defendant”) (collectively referred to as “the Parties”), for the following purposes and with reference to the following facts, and is subject to approval of the Court.

### **I. DEFINITIONS**

1. “Action” means and refers to Andre Taylor v. Barrett Financial Group, LLC., et al., Los Angeles Superior Court Case No. 22STCV32618, and those claims identified by Plaintiff in his letters to the Labor Workforce Development Agency regarding Defendant dated September 6, 2022 and March 9, 2023.

2. “Court” means and refers to the Los Angeles Superior Court.

3. “Defendant” means and refers to Barrett Financial Group, LLC.

4. “Defendant’s Counsel” means and refers to Roger Wright of Wright Law Firm, PLC.

5. “Effective Date” means and refers to the date the Court approves this PAGA Settlement and Release Agreement.

6. “Incentive Award” means and refers to the monetary amount to be paid to Plaintiff in amounts of up to \$10,000 as an incentive for bringing this Action in a representative capacity.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “LWDA Settlement Proceeds” means and refers to the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the Labor Workforce and Development Agency.

9. “Net Settlement Amount” means and refers to the Settlement Amount less the Plaintiff’s Counsel’s attorneys’ fees and litigation costs, Incentive Award, and the Settlement Administrator costs.

10. “Notice” means and refers to the notice that will be sent to the PAGA Employees after the Court’s entry of its Order approving this PAGA Settlement and Release Agreement.

11. “PAGA Employees” means and refers to all current and former employees and independent contractors of Defendant in California at any time between September 6, 2021 and November 13, 2024 who performed mortgage lending services for Defendant and who personally suffered the violations alleged during this period.

12. “PAGA Employees’ Settlement Proceeds” means and refers to the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the PAGA Employees.

13. “PAGA Period” means and refers to the period from September 6, 2021 to November 13, 2024.

14. “PAGA Released Claims” mean any and all claims, debts, liabilities, demands, obligations, guarantees, damages, wages, benefits, penalties, interest, attorneys’ fees, costs, expenses, actions or causes of action, in law or equity, whether known or unknown, which have been or could have been asserted by Plaintiff and/or any of the PAGA Employees and/or that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, including, but not limited to, purported violations of California Labor Code §§201, 202, 204, 226, 226.7, 247.5, 510, 512, 558, 1174, 1194, 1197, 2751, 2802, and IWC Wage Order No. 4-2001 (8 C.C.R. §11040), arising during the PAGA Period, from: failure to pay all wages, including minimum and overtime wages for all hours worked in violation of California Labor Code §§510 and 1194; failure to provide accurate, itemized wage statements in violation of California Labor Code §226; failure to maintain accurate wage and time records in violation of California Labor Code §§226, 247.5, and 1174; failure to provide commission agreements in violation of California Labor Code §2751; failure to reimburse business-related expenses in violation of California Labor Code §2802; failure to provide compliant meal and rest periods in violation of California Labor Code §§226.7 and 512, and IWC Wage Order 4-2001; and failure to timely pay wages upon termination/separation pursuant to California Labor Code §§201 and 202.

15. “Parties” means and refers to the Plaintiff and the Defendant, collectively.

16. “Plaintiff” means and refers to Andre Taylor.

17. “Plaintiff’s Counsel” means and refers to John A. Lofton of Aiman-Smith & Marcy, P.C.

18. “Released Parties” means and refers to, Barrett Financial Group, LLC, and its respective past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and its and their members, heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

19. “Settlement Administrator” means and refers to an entity that will administer this PAGA Settlement and Release Agreement as agreed between the Parties and approved by the Court.

20. “Settlement Administrator Costs” means and refers to the fees and costs incurred or charged by the Settlement Administrator in connection with its duties under this Agreement, including but not limited to fees and costs associated with: (1) performing a national change of address search for PAGA Employees; (2) establishing and maintaining the Qualified Settlement Fund for the disbursement of the Settlement Amount; (3) computing the amount of the settlement and other payments to be made from the Settlement Amount; (4) processing and mailing the settlement and other payments, including the Notice to the PAGA Employees, under this Settlement and Release Agreement; (5) printing and providing Plaintiff, Plaintiff’s Counsel and the PAGA Employees with IRS 1099 forms as required by this Agreement and applicable law; (6)

preparing, issuing, and filing any tax returns and information returns and other filings required by any governmental taxing authority or other governmental agency; and (7) for such other tasks as the Parties mutually agree upon or the Court orders the Settlement Administrator to perform.

21. “Settlement Amount” means and refers to the maximum settlement amount of Six Hundred Five Thousand Dollars (\$605,000) that Defendant will pay under this Agreement.

## **II. PROCEDURAL HISTORY**

22. On September 6, 2022, Plaintiff Taylor submitted his PAGA claim notice to the LWDA notifying it of his claims against Defendant on behalf of himself and similarly aggrieved employees. On October 5, 2022, Plaintiff filed this Action in Los Angeles Superior Court, and on November 14, 2022, Plaintiff filed his First Amended Complaint on behalf of himself, the State of California, and other similarly aggrieved employees. The Action contained individual and PAGA-based claims concerning violations of Labor Code §§201, 202, 204, 226, 226.7, 247.5, 510, 512, 558, 1174, 1194, 2751, 2802, and IWC Wage Order No. 4-2001 (8 C.C.R. §11040). Plaintiff subsequently amended his PAGA claim notice and Complaint to include violations of Labor Code §1197.

23. Defendant denies Plaintiff’s claims and allegations, denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and denies that Plaintiff can proceed with his claims on a representative basis.

24. The Parties aggressively litigated the Action for over two years before engaging in mediation. Throughout that time, the Parties conducted a thorough investigation of the Action, including extensive formal and informal discovery, and the exchange of tens of thousands of detailed documents and records.

25. On November 13, 2024, the Parties participated in a mediation before Hon. S. James Otero (Ret.), which resulted in the settlement of the Action. The parties estimated that the total number of aggrieved employees during the PAGA period is approximately 304 and the total number of pay periods at issue is approximately 7,500.

26. Based on the foregoing and on their own independent investigation and evaluation, Plaintiff’s Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Plaintiff, the LWDA, and the PAGA Employees in light of all known facts and circumstances, including the risk of significant delay, the uncertainty associated with litigation, the various defenses asserted by Defendant, and the unique difficulties involving discovery and record-keeping in this case. Defendant and Defendant’s Counsel also agree that the settlement is fair, reasonable, and adequate and in the best interests of the Plaintiff, the LWDA, and the PAGA Employees.

27. The Parties agree that neither the Parties’ settlement, nor this PAGA Settlement and Release Agreement, nor the acts to be performed or the orders to be entered pursuant to the terms of this Settlement and Release Agreement, shall be construed as an admission by Defendant of any

wrongdoing, any violation of any statute or law, or any liability arising from the claims or allegations in the Action.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and other good and valuable consideration, receipt of which is acknowledged herein, it is hereby agreed by and between the Parties as follows:

### **III. TERMS OF SETTLEMENT**

28. The financial terms of the settlement are as follows:

(a) **Settlement Amount:** The Parties agree that, subject to the Court's review and approval, Defendant will pay a total of Six Hundred Five Thousand Dollars (\$605,000) under this Agreement ("Settlement Amount"). This Settlement Amount is inclusive of the PAGA settlement payment to Plaintiff, the State of California, the PAGA Employees, Plaintiff's Counsel's attorneys' fees and litigation costs, Plaintiff's Incentive Awards, and the Settlement Administrator costs. Defendant will have no other monetary obligations under this Settlement and Release Agreement and no portion of the Settlement Amount will revert to Defendant.

(b) **Attorneys' Fees and Costs:** The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid a maximum of one-third of the Settlement Amount as attorneys' fees (\$201,667), plus its reasonable litigation costs (estimated to be approximately \$17,000, and not to exceed \$20,000), based on actual costs to be submitted to the Court, both of which will be paid from the Settlement Amount. Defendant will not oppose a request for Court approval of these payments, provided they do not exceed these amounts. If the Court approves Plaintiff's counsel's payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion of the fees and expenses. Defendant agrees not to oppose any contention by Plaintiff's Counsel that attorneys' fees should be based on the common fund and/or catalyst theory.

(c) **Settlement Administrator Costs:** The Parties agree that the Settlement Administrator Costs shall be paid from the Settlement Amount. Atticus Administration has submitted an estimate to administer this settlement in the amount of Four Thousand Five Hundred Dollars (\$4,500).

(d) **Incentive Awards:** The Parties agree that, subject to the Court's review and approval, Plaintiff will request an Incentive Award in the amount of Ten Thousand Dollars (\$10,000).

(e) **Allocation of Net Settlement Amount:** After deducting the amounts specified in items (b) through (d) from the Settlement Amount, the balance remaining will form the Net Settlement Amount (approximately \$371,833) and will be paid to the LWDA and the PAGA Employees as follows:

(i) Seventy-five percent (75%), estimated to be approximately Two Hundred Seventy-Eight Thousand Eight Hundred Seventy-Five Dollars (\$278,875), will be paid to the LWDA.

(ii) Twenty-five percent (25%) of the Net Settlement Amount, estimated to be approximately Ninety-Two Thousand Nine Hundred Fifty-Eight Dollars (\$92,958) will fund the PAGA Employees' Settlement Proceeds. Due to the lack of records and extreme difficulty in determining the number of pay periods worked by individual employees, each PAGA Employee will receive an equal payment from the PAGA Employees' Settlement Proceeds, estimated to be approximately Three Hundred Six Dollars (\$306) per employee.

(f) **Pro Rata Increase:** The parties estimate that the total number of aggrieved employees during the PAGA Period is approximately 304. If the number of aggrieved employees during the PAGA Period exceeds 304 by more than 10% (i.e., 334 employees or greater), the PAGA Settlement Amount shall be increased by that percentage in excess of 10%. For example, if the actual number of employees increases by 11%, then the PAGA Settlement Amount shall be increased by 1%.

#### **IV. RELEASE BY PLAINTIFF, PAGA EMPLOYEES, AND PAGA COUNSEL**

29. As of the Effective Date, Plaintiff, and his respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the PAGA Employees, release all claims for PAGA penalties arising out of or directly related to the allegations in the Action, including but not limited to the PAGA Released Claims, any individual PAGA claims, interest, attorneys' fees, costs, and all other PAGA claims and penalties alleged in the Action based on the allegations in the Complaint for the entirety of the PAGA Period ("Released Claims") and in particular the PAGA Employees have released their right to participate in or bring a claim under the PAGA for said claims. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, facts or law that Plaintiff now knows or believes to be true, but nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

30. Each PAGA Employee will be deemed to have made the foregoing Release as if by manually signing it.

31. Plaintiff additionally hereby provides a full and complete release of all claims against Defendant and affiliated entities, known and unknown, suspected or unsuspected, including a waiver of the protections of California Civil Code §1542. California Civil Code § 1542 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.

## **V. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURES**

32. Plaintiff will file a motion and proposed order with the Court requesting the Court to approve this PAGA Settlement and Release Agreement, including the amounts to be paid to the LWDA, Plaintiff, the PAGA Employees, Plaintiff's Counsel for attorneys' fees and costs, and the Settlement Administrator.

33. At least seven (7) calendar days prior to filing the motion and proposed order with the Court, Plaintiff's Counsel will provide Defendant's Counsel with a draft of the motion and proposed order for Defendant's review and comment. In accordance with Labor Code §2699, Plaintiff's Counsel shall also submit the motion and proposed order and this Agreement to the LWDA on the same day it files the motion and proposed order with the Court.

34. Within fifteen (15) calendar days after the Effective Date, Defendant will provide the Settlement Administrator a list setting forth the names, last known addresses, and Social Security numbers for each PAGA Employee in the PAGA Period.

35. Upon receiving the information described in Paragraph 34 from Defendant, the Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address ("NCOA") search on all former PAGA Employees to update his/her address, (ii) issuing the Notice and payments to the PAGA Employees, (iii) issuing any required IRS forms, and (iv) issuing payments to the LWDA, Plaintiff's Counsel and Plaintiff, in accordance with the timeframe provided herein.

36. Within fifteen (15) calendar days after the Effective Date, Defendant shall wire transfer the Settlement Amount to the Settlement Administrator, who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator for purposes of this settlement. All amounts to be paid to the PAGA Employees, Plaintiff, Plaintiff's Counsel, the Settlement Administrator, and the LWDA shall be paid from this Qualified Settlement Fund.

37. After the Settlement Administrator deducts the amount of Plaintiff's Counsel's approved attorneys' fees and costs, Plaintiff's Incentive Award, and the Settlement Administrator's costs from the Settlement Amount, the remaining balance will constitute the Net Settlement Amount, which will be distributed as set forth herein.

38. Within fifteen (15) calendar days after receiving the wire transfer from Defendant, the Settlement Administrator shall mail the settlement checks to the PAGA Employees and the LWDA, and will wire to Plaintiff's Counsel its approved attorneys' fees and costs as specified in this agreement and send Plaintiff his Incentive Award. The settlement checks mailed to the PAGA Employees will be accompanied with a Notice explaining the payment and deadline to cash the check, and this Notice will be in a format that the Parties shall agree upon in good faith.

39. The PAGA Employees shall have 120 calendar days after mailing to cash their settlement checks. If any PAGA Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued. In such event, the PAGA Employee will be deemed to have waived irrevocably any right in or claim to his/her share, except that the PAGA Employee may seek to claim the funds from the DIR Unclaimed Property Fund, as noted below. The release

nevertheless will be binding upon all PAGA Employees, including those who do not cash their checks within the 120-day period. Any funds remaining in the Settlement Administrator's Qualified Settlement Fund established for the purpose of the Settlement and Release Agreement as a result of a failure to timely cash a settlement check shall be paid to the DIR Unclaimed Property Fund in the name of the PAGA Employee who did not cash his/her check. Plaintiff, Defendant, Plaintiff's Counsel, Defendant's Counsel, and the Settlement Administrator will not have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.

40. All Settlement payments to PAGA Employees will be treated as payments in settlement of non-wage (civil penalty) claims and, to the extent necessary, will be reported on IRS 1099 forms and corresponding state forms by the Settlement Administrator.

41. Plaintiff and the PAGA Employees will be solely responsible for correctly characterizing any compensation received under this settlement on their personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiff, Defendant, Plaintiff's Counsel, Defendant's Counsel, and the Settlement Administrator make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

## **VI. SETTLEMENT ADMINISTRATION.**

42. Selection of Administrator. The parties will select an entity to serve as the Administrator and verified that, as a condition of appointment, the Settlement Administrator shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administrator Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

43. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

44. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

45. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

## **VII. MISCELLANEOUS PROVISIONS**

46. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Barrett Financial

Group that any of the allegations in the Operative Complaint have merit or that Barrett Financial Group has any liability for any claims asserted, nor should it be intended or construed as an admission by Plaintiff that Barrett Financial Group's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Barrett Financial Group reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Barrett Financial Group's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

47. **Voiding the Agreement:** If for any reason the Court does not finally approve this Agreement, the Parties shall first attempt in good faith to address the concerns of the Court, if possible, including by amending the terms this Agreement. If the Parties are unable to reach a mutually agreeable amendment to the Agreement or take other actions that will satisfy the Court, the Agreement shall be considered void *ab initio* and shall be of no force and effect whatsoever and shall not be referred to or used for any purpose whatsoever.

48. **Confidentiality:** The Parties will keep the terms of settlement confidential through court approval of settlement, except as necessary to request approval by the court. Thereafter, the Parties will agree to make no comments to the media publicizing the terms of the settlement. In response to any media inquiries, Plaintiff will state that "the case was resolved with Court approval." Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with his spouse or partner, attorneys, or tax advisors; (ii) Plaintiff's counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's counsel from communicating with the Plaintiff in this case, discussions with PAGA Employees regarding the settlement, the LWDA, or with the court in which this action is pending. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

49. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

50. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

51. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other and the Settlement Administrator to accomplish the terms of this Agreement, including but not limited to executing such documents, providing such information, and taking such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

52. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,

transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

53. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

54. .

55. **Dismissal:** Within 30 days after the 120-day check cashing deadline, or as soon as is practicable after any compliance hearing set by the Court, Plaintiff shall request dismissal of the Action with prejudice.

56. **Binding Settlement:** This Agreement is a settlement document and shall, pursuant to California Evidence Code §1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement and/or interpret or enforce the Agreement. To be clear, the Parties shall have the right to submit this Agreement in order to enforce the terms of this Agreement or for the Court’s approval of this Agreement without regard to California Evidence Code §1152 and/or Federal Rule of Evidence 408 or other restriction from disclosure herein.

57. **Enforcement Actions:** Except as otherwise provided in this Agreement, in the event that a Party to the Agreement institutes any legal action or other proceeding against the other Party to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the prevailing Party shall be entitled to recover from the other Party its or his reasonable attorneys’ fees and costs incurred in connection with any such action or proceeding. This Settlement and Release Agreement is enforceable pursuant to California Code of Civil Procedure §664.6.

58. **Notices:** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, or on the second business day after emailing, the physical or email addresses below:

To Plaintiffs:

John A. Lofton, Esq.  
Aiman-Smith & Marcy, P.C.  
7677 Oakport Street, Suite 1150  
Oakland, CA 94621  
Email: [jal@asmlawyers.com](mailto:jal@asmlawyers.com)

To Defendant:

Roger Wright, Esq.  
Wright Law Firm, PLC

Andrew Smith  
Jackson Lewis P.C.

4140 E. Baseline Road, Suite 101  
Mesa, Arizona 85006  
Email: [roger@wrightlawaz.com](mailto:roger@wrightlawaz.com)

725 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017  
[andrew.smith@jacksonlewis.com](mailto:andrew.smith@jacksonlewis.com)

59. **Construction:** The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or their or its counsel participated in the drafting of this Agreement.

60. **Captions and Interpretations:** Paragraph, titles, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof. Each term of this Agreement is contractual and not merely a recital.

61. **Modification:** This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

62. **Choice of Law:** This Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

63. **Integration Clause:** Aside from the separate individual settlement agreement entered into separately between the Parties, this Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby with respect to the PAGA claim alleged by Plaintiff in the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

64. **Binding On Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

65. **Counterparts:** This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

66. **Invalidity of Any Provision:** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

67. **Severability:** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be

valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

68. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

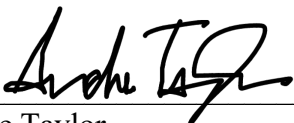
69. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA data provided to Plaintiff's Counsel by Barrett Financial Group in connection with the mediation, other settlement negotiations, or in connection with the settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 120 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff's Counsel shall destroy all paper and electronic versions of aggrieved employee data received from Barrett Financial Group.

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THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. ITS CONTENTS HAVE BEEN FULLY EXPLAINED TO THEM BY THEIR ATTORNEYS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THE AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto have executed this PAGA Settlement Agreement and General Release.

DATED: December 15, 2024

By   
Andre Taylor

DATED: December \_\_, 2024

By \_\_\_\_\_  
Authorized Representative for  
Barrett Financial Group, LLC

APPROVED AS TO FORM:

DATED: December 16, 2024

**AIMAN-SMITH & MARCY, P.C.**

By   
John A. Lofton  
Attorneys for Plaintiff

DATED: December \_\_, 2024

**WRIGHT LAW FIRM, PLC**

By \_\_\_\_\_  
Roger Wright  
Attorneys for Defendant

THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. ITS CONTENTS HAVE BEEN FULLY EXPLAINED TO THEM BY THEIR ATTORNEYS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THE AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto have executed this PAGA Settlement Agreement and General Release.

DATED: December \_\_, 2024

By \_\_\_\_\_  
Andre Taylor

DATED: December 13<sup>th</sup>, 2024

By   
Authorized Representative for  
Barrett Financial Group, LLC

APPROVED AS TO FORM:

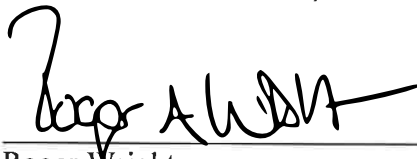
DATED: December \_\_, 2024

**AIMAN-SMITH & MARCY, P.C.**

By \_\_\_\_\_  
John A. Lofton  
Attorneys for Plaintiff

DATED: December 13, 2024

**WRIGHT LAW FIRM, PLC**

By   
Roger Wright  
Attorneys for Defendant

# Exhibit C

***Taylor v. Barrett Financial* PAGA Case  
Cost Detail**

| Date     | Description                                                                                                                                                                 | Cost    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 09/07/22 | LWDA – PAGA filing fee re Andre Taylor                                                                                                                                      | \$75.00 |
| 10/05/22 | One Hour Legal – filing fee re Summons and Complaint                                                                                                                        | 527.65  |
| 10/17/22 | One Hour Legal – service of process of Summons and Complaint                                                                                                                | 90.00   |
| 10/28/22 | L.A. County Superior Court – advance deposit toward jury fees                                                                                                               | 150.00  |
| 10/28/22 | One Hour Legal – filing fee re Notice of Posting Jury Fees                                                                                                                  | 64.15   |
| 11/11/22 | One Hour Legal – filing fee re First Amended Complaint                                                                                                                      | 44.15   |
| 11/21/22 | One Hour Delivery – service of chamber’s copy of First Amended Complaint                                                                                                    | 90.00   |
| 11/30/22 | LexisNexis – November 2022 legal research                                                                                                                                   | 12.68   |
| 12/01/22 | One Hour Legal – filing fee re Proof of Service of First Amended Complaint on Barrett Financial Group                                                                       | 49.15   |
| 12/02/22 | One Hour Legal – filing fee re Proof of Service of Civil Case Cover Sheet, Notice of Case Management Conference Statement, 1 <sup>st</sup> Amended Order, Litigation Packet | 49.15   |
| 12/22/22 | One Hour Legal – filing fee re CMC Statement                                                                                                                                | 134.15  |
| 12/31/22 | LexisNexis – December 2022 legal research                                                                                                                                   | 2.38    |
| 02/28/23 | LexisNexis – February 2023 legal research                                                                                                                                   | 30.92   |
| 03/10/23 | L.A. Superior Court – download Order re Stay and Minute Order re Admission Pro Hac Vice                                                                                     | 2.00    |
| 03/13/23 | UPS – shipping fee to client                                                                                                                                                | 36.19   |
| 04/10/23 | One Hour Legal – filing fee re Stipulation and Proposed Order re Leave to File 2 <sup>nd</sup> Amended Complaint                                                            | 72.15   |
| 04/10/23 | One Hour Legal – service of chamber’s copy of Stipulation and Proposed Order re Leave to File 2 <sup>nd</sup> Amended Complaint                                             | 105.60  |

|          |                                                                                                                                                                    |        |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 04/28/23 | L.A. Superior Court – download Stipulation and Proposed Order Granting Leave to File 2 <sup>nd</sup> Amended Complaint                                             | 23.40  |
| 05/15/23 | One Hour Legal – filing fee re 2 <sup>nd</sup> Amended Complaint                                                                                                   | 49.15  |
| 06/30/23 | LexisNexis – June 2023 legal research                                                                                                                              | 76.95  |
| 07/19/23 | One Hour Legal – filing fee re filing fee re Ex Parte Application to Advance Hearing Date and Confirmation re Expiration of Stay                                   | 190.10 |
| 07/19/23 | One Hour Legal – service of chamber’s copy of Summons and Complaint                                                                                                | 100.00 |
| 07/19/24 | One Hour Legal – filing fee re Joint Statement re Informal Discovery Conference                                                                                    | 42.20  |
| 07/20/23 | One Hour Legal – filing fee re Opposition to Defendant’s Ex Parte Application to Stay Litigation Pending Resolution of Motion to Compel Arbitration                | 64.15  |
| 07/20/23 | One Hour Legal – service of chamber’s copy of Opposition to Defendant’s Ex Parte Application to Stay Litigation Pending Resolution of Motion to Compel Arbitration | 150.00 |
| 07/26/23 | One Hour Legal – filing fee re Opposition to Renewed Motion to Compel Arbitration and to Dismiss Non-Individual PAGA Claims                                        | 49.15  |
| 07/26/23 | One Hour Legal – service of chamber’s copy of Opposition to Renewed Motion to Compel Arbitration and to Dismiss Non-Individual PAGA Claims                         | 105.25 |
| 07/31/23 | LexisNexis – July 2023 legal research                                                                                                                              | 269.59 |
| 08/21/23 | L.A. County Superior Court – fee to download 08/18/23 Minute Order                                                                                                 | 5.40   |
| 08/21/23 | L.A. County Superior Court – fee to download 07/21/23 Minute Order                                                                                                 | 1.00   |
| 09/30/23 | LexisNexis – September 2023 legal research                                                                                                                         | 5.88   |
| 10/30/23 | Atticus Administration – claims administration                                                                                                                     | 214.00 |
| 10/31/23 | LexisNexis – October 2023 legal research                                                                                                                           | 15.07  |
| 11/29/23 | One Hour Legal – filing fee re Opposition to Motion for Protective Order                                                                                           | 44.15  |
| 11/30/23 | LexisNexis – November 2023 legal research                                                                                                                          | 137.37 |
| 12/08/23 | LWDA – PAGA filing fee re Monica Vallejo                                                                                                                           | 75.00  |
| 12/12/23 | L.A. Superior Court – fee to download Minute Order re Hearing on Protective Order                                                                                  | 4.00   |

|          |                                                                                       |             |
|----------|---------------------------------------------------------------------------------------|-------------|
| 12/31/23 | LexisNexis – December 2023 legal research                                             | 27.08       |
| 03/31/24 | LexisNexis – March 2024 legal research                                                | 5.02        |
| 04/30/24 | One Hour Legal – filing fee re Motion to Compel Further Discovery Responses           | 135.15      |
| 04/30/24 | LexisNexis – April 2024 legal research                                                | 10.61       |
| 05/22/24 | One Hour Legal – filing fee re Joint Statement re Informal Discovery Conference       | 69.15       |
| 05/31/24 | LexisNexis – May 2024 legal research                                                  | 5.17        |
| 06/10/24 | One Hour Legal – filing fee re Notice of Outcome of Informal Discovery Conference     | 43.45       |
| 07/11/24 | UPS – delivery to client                                                              | 37.62       |
| 08/09/24 | One Hour Legal – filing fee re Joint Statement re Motion to Compel and OSC            | 68.45       |
| 09/07/24 | LexisNexis – August 2024 legal research                                               | 24.51       |
| 09/17/24 | One Hour Legal – filing fee re Joint Statement re Informal Discovery Conference       | 193.45      |
| 09/19/24 | L.A. Superior Court – filling fee re Joint Statement re Informal Discovery Conference | 4.00        |
| 10/07/24 | LexisNexis – September 2024 legal research                                            | 125.52      |
| 10/08/24 | One Hour Legal – filing fee re Notice of Outcome of Informal Discovery Conference     | 44.15       |
| 10/30/24 | JAMS – mediation fees for 11/13/24 mediation                                          | 12,881.52   |
| 10/31/24 | LexisNexis – October 2024 legal research                                              | 5.87        |
| 11/30/24 | LexisNexis – November 2024 legal research                                             | 261.37      |
| 01/27/25 | Donna R. Aldrich – expert services                                                    | 600.00      |
|          | Postage Charges                                                                       | 24.46       |
|          | Copier Charges: 75 copies @ \$0.25                                                    | 18.75       |
|          | TOTAL                                                                                 | \$17,742.43 |

# Exhibit D

Atticus Administration, LLC

Ann Linton  
Director of Project Management

**Taylor v. Barrett Financial Group  
PAGA**

Prepared for

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**John A. Lofton | Attorney**  
jal@asmlawyers.com  
P: 510.817.2728

Aiman-Smith & Marcy, P.C.  
7677 Oakport Street, Suite 1150  
Oakland, California 94621



Class Action Administration

**Estimate E2024-11-E25**  
**Taylor v. Barrett Financial Group**  
**PAGA**

Prepared on November 22, 2024  
By Ann Linton | Atticus Administration LLC

# Estimate Summary

## Atticus Services & Cost Description

|                                                               |          |
|---------------------------------------------------------------|----------|
| NOTICE MAILING – Mailed First Class                           | \$0      |
| Not applicable                                                |          |
| PROJECT MANAGEMENT, ADMIN FEES, TECHNICAL COMMUNICATIONS      | \$1,625  |
|                                                               | \$413    |
| PO box rental, objections                                     | Included |
| IVR, 800#, live operators                                     | Included |
| Correspondence                                                | Included |
| FUND, TAX, REPORTING                                          | \$1,028  |
| Setup QSF, file annual tax returns                            | Included |
| DISTRIBUTION                                                  | \$2,362  |
| Check printing, payment calculation & verification, bank fees | Included |
| Discount                                                      | (\$928)  |
| TOTAL:                                                        | \$4,500  |

## Key Assumptions

- Aggrieved Employees:  
**304 individuals, PAGA case.**
- No noticing.
- One-page cover letter to accompany checks (English only).
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes, dedicated 800#, IVR, and live operators.
- All requested declarations included.
- PAGA payments to all individuals along with explanatory letter.
- Tax reporting will consist of 1099's.
- CA only.

PRINT NAME

ROLE

Client Signature

Date

By signing above, I understand and agree to the pricing terms and services to be provided by Atticus Administration for the stated project.

PLEASE NOTE: This estimate and pricing is for the services stated herein and is valid for 30 days from the date of the estimate. If the Settlement Agreement or other service scope document(s) require additional services not included or priced in this estimate, we will separately price those scope changes and submit an updated quote prior to proceeding with the work.

Payment Terms:  
100% payable PAGA distribution



# Detailed Budget

## Atticus Services & Cost Description

| DESCRIPTION                                                          |      | UNITS              | SUBTOTAL |
|----------------------------------------------------------------------|------|--------------------|----------|
| NOTICE MAILING (not applicable)                                      |      | 304 Class Mbrs     | \$0      |
| PROJECT MANAGEMENT                                                   |      | 12 Hours           | \$1,500  |
| TECHNICAL SET UP (includes project kick-off)                         |      | 1 Hours            | \$125    |
| COMMUNICATIONS                                                       |      |                    | \$413    |
| Telephone (Setup, Monthly Fee)                                       |      | 6 Months           | \$150    |
| Telephone (Messages, Voicemail, IVR, Live Operator Support)          |      | 6 Months           | \$163    |
| PO Box (Setup, Monthly Fee)                                          |      | 6 Months           | \$100    |
| FUND, TREASURY & TAX REPORTING                                       |      |                    | \$1,028  |
| Establish QSF                                                        |      | 1 Hours            | \$124    |
| Tax Reporting (Prepare and File, Annual Fund Return, 1096 Tax Forms) |      | 6 Hours            | \$741    |
| Mail 1099's No Postage - Mailed with Check                           |      | 0 Mailed Forms     | \$0      |
| Print 1099's                                                         |      | 304 1099's         | \$163    |
| DISTRIBUTION (Payment Calculations & Reporting)                      |      |                    | \$2,362  |
| Check and Cover Letter (Design, Review, Finalize)                    |      | 2 Hours            | \$247    |
| Payment Data (Calculate, Verify Payments)                            |      | 4 Hours            | \$494    |
| Payment Reports (Preparation, Reconciliations)                       |      | 4 Hours            | \$494    |
| Check Printing (Print Setup, Printing, Mail Prep)                    |      | 304 Printed Checks | \$364    |
| Check Mailing Postage (will be 1x mailings)                          |      | 304 Mailed Checks  | \$231    |
| Check Undeliverable Mail (Receipting, Cataloging, NCOA, Remailing)   | 3.0% | 9 Pieces           | \$82     |
| Bank Fees (Account Setup, Monthly Fee)                               |      | 9 Months           | \$450    |
| DATA STORAGE                                                         |      | n/a                | \$0      |
| Discount                                                             |      |                    | (\$928)  |
|                                                                      |      | TOTAL              | \$4,500  |

## Operating Assumptions

- Aggrieved Employees:  
**304 individuals, PAGA case.**
- No noticing. Distribution includes explanatory letter to check recipients (English only).
- Data review, cleansing and preparing file for mailing; including NCOA, new address searches, and skip tracing if required.
- Communications includes, PO box, mail correspondence, 800#, IVR, and live phone operators.
- Project management assumes 13 hours at a blended rate of \$125 per hour. Includes summary reporting on a weekly basis and all requested declarations.
- Qualified Settlement Fund assumes 9 months. Price includes tax reporting both state and federal returns and all bank fees.
- All Aggrieved Employees receive a PAGA check along with explanatory letter and tax document.
- Uncashed checks tendered to cy pres recipient or state unclaimed property fund.
- Disbursement includes positive pay "anti-fraud" features.



# Thank you



Ann Linton  
Director of Project Management

612-383-2501 (Direct)  
alinton@atticusadmin.com

1295 Northland Drive Suite 160  
St. Paul, MN 55120

[www.atticusadmin.com](http://www.atticusadmin.com)