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

14 KAREN JOHNSON and MATTHEW
15 JOHNSON, as individuals and on behalf of
16 others similarly situated,

17 Plaintiffs,

18 v.

19 PINE VALLEY BIBLE CONFERENCE
20 ASSOCIATION, INC., a California religious
21 non-profit corporation; PINE VALLEY CAMP
22 CHRISTMAS, a California religious non-profit
23 corporation; and DOES 1 through 50, inclusive,

24 Defendants.

CASE NO.: 37-2024-00002479-CU-OE-
CTL

**DECLARATION OF JENNIFER
KRAMER IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Dept: C-62
Judge: Hon. Judy Bae
Date Filed: January 19, 2024
HRG Date: July 31, 2026
HRG Time: 9:10 a.m.

Filed concurrently with:

1. Notice of Motion and Motion for Preliminary Approval
2. Class Notice
3. Proposed Judgment
4. Declaration of Jennifer Kramer
5. Declaration of Christina Coleman
6. Declaration of Karen Johnson
7. Declaration of Matthew Johnson

1 I, Jennifer Kramer, declare as follows:

2 1. I am an individual over the age of 18. I am an attorney of record for Plaintiffs
3 KAREN JOHNSON and MATTHEW JOHNSON ("Plaintiffs") in this action. I have personal
4 knowledge of the facts set forth below and if called to testify I could and would do so competently.

5 **EXPERIENCE**

6 2. My qualifications are as follows: I graduated from the University of Michigan at
7 Ann Arbor in 1993 with a bachelor's degree in history and political science. I graduated from the
8 University of San Francisco School of Law in 1999. I obtained my license to practice law that same
9 year and have been practicing since 2000. Throughout my legal career, I have worked exclusively
10 at firms whose primary practice area is employment law. I have been prosecuting wage and hour
11 cases since 2001. I am a managing partner at my firm. I am currently serving as a member of the
12 Executive Board of the California Employment Lawyers Association (CELA) and was the past
13 chair of that organization's Wage and Hour Committee.

14 3. I have spoken about wage and hour issues before groups including:

- 15 a. *Refining Your Wage and Hour Practice* (California Employment Lawyers
16 Association Annual Conference, 2010)
- 17 b. *Less Common Misclassification Cases* (California Employment Lawyers
18 Association Advanced Wage and Hour Seminar, 2012)
- 19 c. *Case Updates* (California Employment Lawyers Association Advanced Wage and
20 Hour Seminar, 2016)
- 21 d. *Nuts and Bolts of Employment Law: Wage and Hour* (Los Angeles County Bar
22 Association Seminar, 2017)
- 23 e. *Who is Liable for Wage Theft?* (California Employment Lawyers Association
24 Advanced Wage and Hour Seminar, 2018)
- 25 f. *Employment Law Legislative Update* (Pasadena Bar Association, 2019)
- 26 g. *Case Law Update* (California Employment Lawyers Association Advanced Wage
27 and Hour Seminar, 2020)
- 28 h. *Employment Law Legislative Update* (Pasadena Bar Association, 2020)

- i. *California Wage & Hour Update* (Los Angeles County Bar Association Annual Employment Law Symposium, 2021)
 - j. *Case Law Update* (California Employment Lawyers Association Advanced Wage and Hour Seminar, 2021)
 - k. *Employment Law Legislative Update* (Pasadena Bar Association, 2021)
 - l. *Your Employment Handbook May Be Illegal (and Could Land You in Court)* (SoCal LERA Annual Conference, 2022)
 - m. *Case Law Update* (California Employment Lawyers Association Advanced Wage and Hour Seminar, 2022)
 - n. *Wage Update* (Consumer Attorneys Association of Los Angeles Annual Conference, 2022)
 - o. *Employment Law Legislative Update* (Pasadena Bar Association, 2022)
 - p. *Employment Law Update* (California Employment Lawyers Association Annual Conference, 2022)
 - q. *Employment Law Update* (Santa Clara County Bar Association, 2023)
 - r. *Case Law Update* (California Employment Lawyers Association Advanced Wage and Hour Seminar, 2023)
 - s. *Litigating PAGA Actions* (Bridgeport Seminar, 2023)
 - t. *Wage & Hour Case Law Update* (California Employment Lawyers Association Annual Conference, 2023)
 - u. *Emerging Trends in PAGA Litigation* (Consumer Attorneys Association of Los Angeles, 2023)
 - v. *Wage and Hour Developments, Including An In-Depth Analysis of PAGA Trial Results Over The Last 20 Years* (Los Angeles County Bar Association Labor & Employment Symposium, 2024)
4. I have published articles on wage and hour topics, including:
- a. *Easy as ABC! Understanding Who is an Employee in the Wake of Dynamex and AB 5* (CAALA Advocate Magazine, 2020)

- 1 b. *Lessons from Prop 22: A (Fatal?) Blow to Workers' Rights* (Coalition of Concerned
2 Legal Professionals, 2021)
- 3 c. *Protecting Worker Protection through the Class Action Device* (CAALA Advocate
4 Magazine, 2022)
- 5 d. *PAGA is Worth Fighting to Protect* (CAALA Advocate Magazine, 2023)
- 6 5. I have consistently handled wage and hour matters including class actions and single
7 and multiple-plaintiff actions since 2001. I have been approved by courts as class counsel in
8 matters which include:
- 9 a. On November 5, 2008, Hon. William Liebmann granted class certification of an
10 unpaid overtime and meal and rest period class in *Alcantara v. Angel Wireless*
11 *Corp.*, Ventura County Superior Court Case No. 56-2007-00286539-CU-OE-SIM.
12 My firm was approved as class counsel as part of the order granting class
13 certification. I was lead counsel on this matter, actively involved in all phases of
14 investigation, discovery, and motion practice.
- 15 b. I was approved as class counsel in the matter of *Chavez v. JR Produce* (San Mateo
16 County Case No. CIV 464 121). Hon. Marie S. Weiner entered an order approving
17 class certification. The case involved a failure to pay overtime and to provide lawful
18 breaks to produce workers. I was lead counsel on this matter, actively involved in all
19 phases of investigation, discovery, motion practice and trial.
- 20 c. On June 25, 2012, Hon. Robert Hess granted class certification of an off-the-clock
21 and meal and rest period class in *Cubillas v. Dav-El*, Los Angeles County Superior
22 Court Case No. BC 427918. My firm was approved as class counsel as part of the
23 order granting class certification. I am lead counsel on this matter, actively involved
24 in all phases of investigation, discovery, motion practice and trial.
- 25 d. I was approved as class counsel in the matter of *Babayan, et al v. BLS, et al* (LASC
26 Case No. BC418088). In this case, Hon. Mark Mooney certified a class of
27 chauffeurs. The case involved misappropriation of time income and unlawful
28 regular rate calculation. I was lead counsel on this matter, actively involved in all

- 1 phases of investigation, discovery, and motion practice.
- 2 e. I was approved as class counsel in the matter of *Welch v. Acromil Corp.* (LASC
3 Case No. BC446490). Hon. Deirdre Hill certified a class of production employees
4 related to a claim of unlawful rounding. I was co-counsel on this matter, actively
5 involved in the motion practice.
- 6 f. On August 12, 2020, Hon. David Chapman granted class certification of an off-the-
7 clock and rest period class in *Gonzalez Ortiz v. San-Val, Inc.*, Riverside County
8 Superior Court Case No. RIC1722919. My firm was approved as class counsel as
9 part of the order granting class certification. I am lead counsel on this matter,
10 actively involved in all phases of investigation, discovery, motion practice and trial.
- 11 g. On March 23, 2023, Hon. Daniel Buckley granted class certification of a housing
12 habitability class action in *Davis v. AIDS Healthcare Foundation*, Los Angeles
13 County Superior Court Case No. 20STCV08627. My firm was approved as class
14 counsel as part of the order granting class certification. I am lead counsel on this
15 matter, actively involved in all phases of investigation, discovery, motion practice
16 and trial.
- 17 h. On September 26, 2023, Hon. Stuart Rice granted class certification of for a class of
18 truck drivers in *Smith v. MDB Transportation.*, Los Angeles County Superior Court
19 Case No. BC719084. My firm was approved as class counsel as part of the order
20 granting class certification. I am lead counsel on this matter, actively involved in all
21 phases of investigation, discovery, motion practice and trial.
- 22 i. I was approved as class counsel in the matter of *Allen, et al v. Burton Way Hotel,*
23 *Inc., et al*, Los Angeles County Superior Court Case No. BC282965. Hon. Victor
24 Person entered an order approving class certification and settlement. The case
25 involved misclassification of allegedly exempt employees. I was actively involved
26 in all phases of investigation, discovery, and motion practice.
- 27 j. I was approved as class counsel in the matter of *Boggs, et al v. Burton Way Hotel,*
28 *Inc. et al*, Los Angeles County Superior Court Case No. BC284335. Hon. Victor

1 Person entered an order approving class certification and settlement. The case
2 involved failure to provide meal and rest breaks and failure to pay report time
3 compensation and vacation pay. I was actively involved in all phases of
4 investigation, discovery, and motion practice.

5 k. I was approved as class counsel in the matter of *Wysocki v. The Press-Enterprise*,
6 Riverside County Superior Court Case No. RIC391377. Hon. Stephen Cunnison
7 entered an order approving class certification and settlement. The case involved
8 misclassification as exempt under the commission exemption. I was actively
9 involved in all phases of investigation, discovery, and motion practice.

10 l. Co-counsel and I were approved as class counsel in the matter of *Carter v. Ethan*
11 *Allen*, Los Angeles County Superior Court Case No. BC310957. Hon. George Wu
12 entered an order approving class certification and settlement. The case involved
13 failure to properly pay vacation compensation post-termination. I was actively
14 involved in all phases of investigation, discovery, and motion practice.

15 m. Co-counsel and I were approved as class counsel in the matter of *Macias, et al v.*
16 *Advanced-Tech Security, Inc., et al*, Los Angeles County Superior Court Case No.
17 BC 310957. Hon. Rolf Treu entered an order approving class certification and
18 settlement. The case involved failure to provide meal breaks and to properly pay
19 overtime and post-termination vacation compensation. I was lead counsel on this
20 matter, actively involved in all phases of investigation, discovery, and motion
21 practice.

22 n. I was approved as class counsel in the matter of *Kenkel, et al v. Chateau Marmont,*
23 *et al*, Los Angeles County Superior Court Case No. BC327005. Hon. George Wu
24 entered an order approving class certification and settlement. The case involved
25 failure to provide meal and rest breaks. I was lead counsel on this matter, actively
26 involved in all phases of investigation, discovery, and motion practice.

27 o. I was approved as class counsel in the matter of *Shields v. PPS Parking*, Orange
28 County Superior Court Case No. 05CC00162. Hon. John H. Cannon entered an

1 order approving class certification and settlement. The case involved failure to
2 provide meal breaks and to pay compensation for all hours worked. I was lead
3 counsel on this matter, actively involved in all phases of investigation, discovery,
4 and motion practice.

- 5 p. Co-counsel and I were approved as class counsel in the matter of *Laykin, et al v.*
6 *AnnTaylor Retail, Inc.*, Los Angeles County Superior Court Case No. BC328843.
7 Hon. Robert Hess entered an order approving class certification and settlement. The
8 case involved misclassification of exempt employees. I was actively involved in all
9 phases of investigation, discovery, and motion practice.
- 10 q. Co-counsel and I were approved as class counsel in the matter of *Ducharme, et al v.*
11 *OhCal Foods, Inc., et al*, Los Angeles County Superior Court Case No. BC337704.
12 Hon. Robert Hess entered an order approving class certification and settlement. The
13 case involved misclassification of exempt employees. I was lead counsel on this
14 matter, actively involved in all phases of investigation, discovery, and motion
15 practice.
- 16 r. I was approved as class counsel in the matter of *Balint v. Chico's*, Los Angeles
17 County Superior Court Case No. BC369191. Hon. Tricia Ann Bigelow entered an
18 order approving class certification and settlement. The case involved
19 misclassification of exempt employees. I was lead counsel on this matter, actively
20 involved in all phases of investigation, discovery, and motion practice.
- 21 s. I was approved as class counsel in the matter of *Martin v. Home Saving Termite*
22 *Control*, Los Angeles County Superior Court Case No. BC372068. Hon. Charles C.
23 Lee entered an order approving class certification and settlement. The case involved
24 unpaid travel time. I was lead counsel on this matter, actively involved in all phases
25 of investigation, discovery, and motion practice.
- 26 t. I was approved as class counsel in the matter of *Kunz v. Sunset Crescent*
27 *Management Company*, Los Angeles County Superior Court Case No. BC382004.
28 Hon. Conrad Aragon entered an order approving class certification and settlement.

- 1 The case involved failure to provide meal and rest periods, tip-receiving, unpaid
2 overtime, and claims for expense reimbursement. I was lead counsel on this matter,
3 actively involved in all phases of investigation, discovery, and motion practice.
- 4 u. Co-counsel and I were approved as class counsel in the matter of *Walgreens*
5 *Overtime Cases*, JCCP No. 4387. Hon. Anthony J. Mohr entered an order approving
6 class certification and settlement. The case involved misclassification of exempt
7 “managers.”
- 8 v. I was approved as class counsel in the matter of *Cruz, et al v. Global Paratransit*,
9 Los Angeles County Superior Court Case No. BC324111. Hon. Richard Fruin
10 entered an order approving class certification and settlement. The case involved
11 failure to provide meal and rest periods and unpaid wages for hours worked. I was
12 lead counsel on this matter, actively involved in all phases of investigation,
13 discovery, and motion practice.
- 14 w. I was approved as class counsel in the matter of *Wise v. Pico Deli, Inc.*, Los Angeles
15 County Superior Court Case No. BC379911. Hon. Mary Thorton-House entered an
16 order approving class certification and settlement. The case involved unlawful tip
17 receiving. I was lead counsel on this matter, actively involved in all phases of
18 investigation, discovery, and motion practice.
- 19 x. Co-counsel Arlo Uriarte and I were approved as class counsel in the matter of
20 *Munguia v. Liz Palacios Designs, Inc.*, San Francisco County Superior Court Case
21 No. CGC-06-455942. Hon. Charlotte W. Wollard entered an order approving class
22 certification and settlement. The case involved failure to lawfully compensate
23 jewelry assemblers for industrial homework. I was lead counsel on this matter,
24 actively involved in all phases of investigation, discovery, and motion practice.
- 25 y. Co-counsel and I were approved as class counsel in the matter of *MacLennan v.*
26 *Musicland Group, Inc.*, Los Angeles County Superior Court Case No. BC313409.
27 Hon. Susan Bryant-Deason entered an order approving class certification and
28 settlement. The case involved failure to provide meal and rest periods. I was lead

counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.

- z. Co-counsel and I were approved as class counsel in the matter of *Cortez, et al v. Westside Sober Living Centers, Inc.*, Los Angeles County Superior Court Case No. BC416400. Hon. Soussan G. Bruguera entered an order approving class certification and settlement. The case involved failure to provide meal and rest periods and failure to pay for all hours worked. I was lead counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.
- aa. Co-counsel and I were approved as class counsel in the matter of *Reed v. Renzenberger*, Los Angeles County Superior Court Case No. BC427938. Hon. Kevin Brazile entered an order approving class certification and settlement. The case involved failure to provide meal and rest periods and failure to pay for all hours worked. I was lead counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.
- bb. I was approved as class counsel in the matter of *Monteon v. Patriot Logistics*, Los Angeles County Superior Court Case No. BC442047. Hon. Steven J. Kleifield entered an order approving class certification and settlement. The case involved failure to provide meal and rest periods. I was lead counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.
- cc. I was approved as class counsel in the matter of *Lopez-Marquez v. Subway*, Los Angeles County Superior Court Case No. BC475671. Hon. Lee Smalley Edmon entered an order approving class certification and settlement. The case involved failure to provide rest periods and to pay overtime compensation. I was lead counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.
- dd. I was approved as class counsel in the matter of *Lewis v. Seasons* (LASC Case No. BC464226). Hon. Steven J. Kleifield entered an order approving class certification and settlement. The case involved the misclassification of workers as independent

1 contractors. I was lead counsel on this matter, actively involved in all phases of
2 investigation, discovery, and motion practice.

3 ee. I was approved as class counsel in the matter of *Hukill v. AEG Live* (LASC Case No.
4 BC574396). Hon. Jane Johnson entered an order approving class certification and
5 settlement. The case involved a failure to pay overtime and to provide lawful breaks
6 to festival employees. I was lead counsel on this matter, actively involved in all
7 phases of investigation, discovery, and motion practice.

8 ff. I was approved as class counsel in the matter of *Arrendonde v. Durabag* (Orange
9 County Case No. 30-2015-00771767-CU-OE-CXC). Hon. William Claster entered
10 an order approving class certification and settlement. The case involved a failure to
11 pay overtime and to provide lawful breaks to factory workers. I was lead counsel on
12 this matter, actively involved in all phases of investigation, discovery, and motion
13 practice.

14 gg. I was approved as class counsel in the matter of *Soriano v. Robertson's Ready Mix*
15 (Orange County Case No. 30-2019-01045061-CU-OE-CXC). Hon. William Claster
16 entered an order approving class certification and settlement. The case involved a
17 failure to pay wages and to provide lawful breaks to mechanics at a plant. I was lead
18 counsel on this matter, actively involved in all phases of investigation, discovery,
19 and motion practice.

20 hh. I was approved as class counsel in the matter of *Clark v. Clare* (Los Angeles County
21 Case No. 19STCV04405). Hon. Carolyn B. Kuhl entered an order approving class
22 certification and settlement. The case involved a failure to pay wages and to provide
23 lawful breaks to counselors at a drug rehabilitation facility. I was lead counsel on
24 this matter, actively involved in all phases of investigation, discovery, and motion
25 practice.

26 ii. I was approved as class counsel in the matter of *Brown v. Janus* (Santa Cruz County
27 Case No. 20CV02522). Hon. Timothy Volkmann entered an order approving class
28 certification and settlement. The case involved a failure to pay wages and to provide

1 lawful breaks to counselors at a drug rehabilitation facility. I was lead counsel on
2 this matter, actively involved in all phases of investigation, discovery, and motion
3 practice.

4 jj. I was approved as class counsel in the matter of *Evans v. Banzai Bowls* (Orange
5 County Case No. 30-2019-01088707). Hon. Glenda Sanders entered an order
6 approving class certification and settlement. The case involved a failure to pay
7 wages and to provide lawful breaks to workers at a fast casual restaurant. I was lead
8 counsel on this matter, actively involved in all phases of investigation, discovery,
9 and motion practice.

10 kk. I was approved as class counsel in the matter of *Arambula v. Desert Falls Villas*
11 (Riverside County Case No. PSC1907964). Hon. Kira Klatchko entered an order
12 approving class certification and settlement. The case involved a failure to pay
13 wages and to provide lawful breaks to facility grounds maintenance workers. I was
14 lead counsel on this matter, actively involved in all phases of investigation,
15 discovery, and motion practice.

16 I have also litigated a multitude of cases on behalf of individuals who alleged they were subjected
17 to wage and hour violations. In my practice, I divide my time between prosecuting individual
18 employment cases and litigating employment class actions. I have previous experience defending
19 employers in employment litigation, including wage and hour class actions. I am currently litigating
20 other class action lawsuits. I have never been disqualified to serve as an attorney in any lawsuit,
21 including any class action litigation.

22 **PROCEDURAL HISTORY**

23 6. Plaintiffs submitted a notice to the California Labor and Workforce Development
24 Agency (“LWDA”) in compliance with the Private Attorney General Act (“PAGA”), Cal. Lab.
25 Code § 2699 *et seq.*, on November 14, 2023. The notices detailed: (a) failure to indemnify business
26 expenses; (b) failure to pay all wages due; (c) failure to provide meal periods or meal period
27 premium pay; (d) failure to provide rest periods or rest period premium pay; (e) inaccurate wage
28 statements; and (f) waiting time penalties. Plaintiffs filed a class action on January 19, 2024 in the

1 Superior Court of the County of San Diego. A true and correct copy of this Notice and the LWDA's
2 confirmation is attached hereto and incorporated herein as **Exhibits 2-4**.

3 The Nature and Extent of Formal and Informal Discovery G(3)(a)(vi)

4 7. The parties engaged in a round of initial written discovery with Defendants.
5 Plaintiffs encountered substantial disputes over Defendant PVCC's evasive, and inconsistent,
6 responses to Plaintiffs' discovery requests. Plaintiffs thereafter moved to compel further responses
7 from Defendant PVCC to special interrogatories and requests for production. The trial court
8 granted both motions, found that Defendant PVCC did not act with substantial justification,
9 misused the discovery process, and awarded Plaintiffs \$9,074.90 in sanctions. A true and correct
10 copy of Plaintiff's Notice of Rule re Plaintiff's Motion to Compel Further Responses and the
11 subsequent sanctions award is attached hereto and incorporated herein as **Exhibit 5**.

12 8. To date, no depositions have been taken.

13 9. The Parties attended a mediation session on June 11, 2025 with the Hon. David M.
14 Chapman (Ret.). Although the mediation did not result in an immediate settlement, it produced a
15 plan that ultimately led to the Settlement. In preparation for the mediation, Plaintiffs requested
16 informal discovery concerning, among other things, the total number of employees, workweeks,
17 shifts, pay periods, reimbursed expenses, average regular rate of pay, and employees who had
18 settled claims alleged in this action. Defendants responded that most requests had been handled
19 through informal discovery and that many of the requested figures could be determined from
20 documents previously produced. However, the referenced data was either missing from the
21 previously produced documents or insufficient to reach a settlement.

22 10. Following the mediation, Plaintiff requested, and Defendant provided, further data as
23 to class size, pay-period counts, timekeeping, payroll records, and release-related data in order to
24 configure a damages model. Through formal discovery, informal discovery, and post-mediation
25 exchanges, Plaintiffs obtained sufficient information to evaluate the claims, defenses, class size,
26 pay-period counts, payroll and timekeeping issues, and release-related issues for settlement
27 purposes. Additionally, during their information exchange, the Parties engaged in good faith, arms-
28 length negotiations aimed at settling their dispute. The Parties reached an agreement as to all

1 material terms for this Settlement on January 15, 2026. The settlement, described more fully in the
2 parties' proposed Class Action and PAGA Settlement Agreement ("Settlement") is attached hereto
3 and incorporated herein as **Exhibit 1**.

4 Bids For Class Action Administrators G(3)(d)

5 11. I requested a bid from well-known and well-respected settlement administrator
6 Phoenix Class Action, which had handled the Belaire-West notice procedure in this case. I also
7 sought other bids from two settlement administrator companies. I recommend accepting the bid
8 from Phoenix Class Action because of their reputation and the competitiveness of the bid. The
9 parties have agreed to use Phoenix Class Action as the settlement administrator. The capped cost of
10 Administration is \$5,000. A true and correct copy of Phoenix's bid is attached hereto and
11 incorporated herein as **Exhibit 6**.

12 **CLASS COUNSEL'S ESTIMATES**

13 Number of Class Members and PAGA members G(3)(a)(i)

14 12. Plaintiffs learned there were approximately 109 putative class members who worked
15 875 workweeks during the class period and 42 aggrieved employees who worked a total of 232
16 PAGA Pay Periods.

17 Counsel's Estimates of Total Damages G(3)(a)(ii), G(3)(a)(iii)

18 13. Based on the available data, maximum estimated damages calculations as prepared
19 by Plaintiff, are as follows:

- 20 a. **Rest Periods:** \$96,265.84
- 21 b. **Meal Periods:** \$96,265.84
- 22 c. **Unpaid Wages:** \$168,465.22
- 23 d. **Expenses:** \$11,775.00
- 24 e. **PAGA Civil Penalties:** \$92,800.00 (4 violations * \$100 per violation * 232 pay periods)
- 25 f. **Grand Total:** \$372,771.90 (wage and hour); \$92,800 (PAGA)

26 Settlement Terms

27 14. Taking into consideration the likelihood of prevailing and the risks at trial,
28 Plaintiff's estimate extent of maximum damages that may be awarded at trial is approximately
\$465,571.90, inclusive of class wage-and-hour damages and PAGA penalties. Plaintiffs' damages
analysis estimated PAGA penalties at approximately \$92,800.00. Given that the estimate assumes a

1 100% violation rate for meal and rest periods, it is likely that the provable violations are much
2 lower. Provable violations are further uncertain as Defendant PVCC had no written break policies
3 and Defendant PVBCA did not have any policies regarding the recording of meal breaks, making
4 any claims based upon practice only. The heart of Plaintiff's case was that Defendants' employees
5 were forced to perform unpaid work, including mandatory "volunteer" work, referred to as "and
6 then some" time. Furthermore, Defendants' employees were required to remain on-call via walkie
7 talkie without compensation and failed to provide sufficient coverage for employees to take
8 uninterrupted meal and rest periods. Defendants deny all liability, deny joint-employer status and
9 contend that they complied with all applicable laws. Furthermore, Defendant PVCC alleged that
10 Plaintiffs did not have standing under PAGA as it is exempt from state and federal labor laws due
11 to its status as a nonprofit religious corporation formed exclusively for religious purposes. Plaintiffs
12 excluded interest on unpaid wages and break premiums, waiting time penalties, wage statement
13 penalties, and attorneys' fees and costs. Although these exclusions make the damages model
14 conservative, these exclusions take into account Defendants financial resources as it is unlikely that
15 they will have the financial resources to pay a judgment of over \$465,571.90, which could result in
16 one or more Defendants declaring bankruptcy. I have conducted four class action wage and hour
17 trials. My clients prevailed in three of those four trials. For one of the wage class action trials I
18 conducted, the defendant filed for bankruptcy and discharged the judgment. Based upon the
19 foregoing, I have reservations regarding the ultimate success of Plaintiffs' case.

20 Estimate of Recovery of Average Class Member G(3)(a)(iv)

21 15. The gross settlement amount is \$200,000. After deducting the class representative
22 payments to be applied for \$5,000 each (\$10,000 total), the class counsels' fees to be applied for
23 (\$66,666.67), the class counsels' expenses to be applied for (\$10,000), the settlement
24 administrator's reasonable fees and expenses (\$5,000), the PAGA payment to be made to the State
25 (\$3,750), and the Aggrieved Employee PAGA allocation (\$1,250) that leaves a net settlement fund
26 of \$103,333.33 to divide among Settlement Class Members who did not request exclusion based on
27 their total weeks worked. The \$1,250 employee share of the PAGA allocation will be distributed to
28 all Aggrieved Employees on a pro rata basis, regardless of whether they object or request to be

1 excluded from the class settlement. The average class member would receive \$948.01 (\$103,333.33
2 in wage and hour recovery / 109 class members) in wage and hour damages.

3 16. The settlement is a very good result for the class. The settlement occurred as a result
4 of extensive arm's-length negotiations by experienced counsel after formal and informal discovery
5 was exchanged between the Parties. Most importantly, the settlement will result in significant
6 financial benefit to the participating class members, under terms that are, by any measure, fair,
7 reasonable, and adequate.

8 17. The settlement for each participating class member is fair, reasonable, and adequate,
9 given the inherent risks of litigation, the risk relative to class certification, and the costs of pursuing
10 such litigation.

11 18. As noted, the settlement represents a compromise seeking to compensate class
12 members for alleged unpaid wages as well as for amounts for breaks they claim not to have
13 properly received. It also compensates the individual named Plaintiffs for their claims and provides
14 them with an additional incentive payment, thus taking into consideration the risks, time, effort, and
15 expenses incurred by them in coming forward to provide invaluable information, negotiate, and
16 litigate this matter on behalf of all class members. Plaintiffs can and will adequately represent the
17 class in this matter. Plaintiffs have no actual or potential conflict of interest that would hinder the
18 prosecution of this matter on behalf of this class. Plaintiffs have aggressively and competently
19 asserted the interests of the class members. They have worked to act in the best interests of the
20 potential class as a whole, rather than themselves.

21 **PAGA Penalties – 9(b)**

22 19. Plaintiffs previously submitted their PAGA notice to the California Labor and
23 Workforce Development Agency (“LWDA”) on November 14, 2023. In connection with
24 preliminary approval, Plaintiffs will submit the Settlement Agreement and any other necessary
25 PAGA settlement documents to the LWDA.

26 **The Nature of the Alleged Violations (9(b)(i))**

27 20. The scope of the PAGA claim includes all aggrieved employees who suffered
28 violations of the Cal. Lab. Code §§ 200-203, 221, 225.5, 226, 226.7, 350-355, 512, 1174, 1194,

1 1194.2, 1198, and 2802, and IWC Wage Order No. 5 §§ 3, 4, 7, 11, 12 and 20. The PAGA penalties
2 were derived from the underlying wage violations. The potential PAGA penalties were calculated
3 by applying the one-year statute of limitations and applying civil penalties at the initial rate to each
4 pay period. The number of payroll periods, supplied by Defendants as of October 1, 2025, was 232.
5 The maximum civil penalty exposure as of October 1, 2025, was calculated to be roughly
6 \$92,800.00.

7 Total Number of Alleged Individual Violations (9(b)(ii))

8 21. Based upon discussions with Defendants, on information and belief, there are 42
9 PAGA Settlement Members in this action who worked a total of 232 PAGA pay periods. There are
10 alleged to have been four PAGA violations for reimbursement, unpaid wages, meal periods, and
11 rest periods.

12 Total Penalties For Which Defendant Is Potentially Liable (9(b)(iii))

13 22. Plaintiff's notice to the LWDA describes five PAGA violations to which PAGA
14 penalties attach at the "initial violation" rate of \$100. The maximum PAGA penalties available to
15 Plaintiffs and the PAGA Aggrieved Employees is (4 violations, as alleged in the PAGA letter, *
16 232 pay periods * \$100) or \$92,800.00, assuming a 100% violation rate.

17 Total Amount of Penalties Likely to Be Found At Trial (9(b)(iv))

18 23. As noted in discussions regarding the prospects of this case, given that the estimate
19 assumes a 100% violation rate for meal and rest periods, it is likely that the provable violations are
20 much lower.

21 The Likelihood That Violations Would be Found Knowing and Intentional (9(b)(v))

22 24. Plaintiffs believe that a finding that the PAGA violations were knowing and
23 intentional is in question given that the employing Defendant Pine Valley Bible Conference
24 Association, Inc., is a small business lacking sophistication in wage and hour matters and Pine
25 Valley Camp Christmas is a non-profit religious corporation similarly lacking the sophistication in
26 wage and hour law.

27 Facts Suggesting Imposition of Full Penalties Would be Unjust, Arbitrary, or Confiscatory (9(b)(vi))

28 25. While theoretical damages are rather high, provable violations are uncertain as

1 Defendant PVCC had no written break policies and Defendant PVBCA did not have any policies
2 regarding the recording of meal breaks, making any claims based upon practice only. The heart of
3 Plaintiff's case was that Defendants' employees were forced to perform unpaid work, including
4 mandatory "volunteer" work, referred to as "and then some" time. Furthermore, Defendants'
5 employees were required to remain on-call via walkie talkie without compensation and failed to
6 provide sufficient coverage for employees to take uninterrupted meal and rest periods. Defendants
7 deny all liability, deny joint-employer status and contend that they complied with all applicable
8 laws. Furthermore, Defendant PVCC alleged that Plaintiffs did not have standing under PAGA as it
9 is exempt from state and federal labor laws due to its status as a nonprofit religious corporation
10 formed exclusively for religious purposes. Given that Defendant Pine Valley Bible Conference
11 Association, Inc., is a small business and Pine Valley Camp Christmas is a non-profit religious
12 corporation, it is extremely unlikely that they will have the financial resources to pay a judgment of
13 hundreds of thousands of dollars, which could result in one or more Defendants declaring
14 bankruptcy. For one of the wage class action trials I conducted, the defendant filed for bankruptcy
15 and discharged the judgment. Based upon the foregoing, I have reservations regarding the ultimate
16 success of Plaintiff's case.

17 Method of Calculating Agreed-Upon Penalties (9(b)(vii))

18 26. The parties agreed to settle the PAGA claims for \$5,000. This amount was agreed-
19 upon in an effort to direct the majority of the settlement towards the affected employees. The
20 compromise amount represents just under 6% of hypothetical penalties owed to the LWDA and the
21 aggrieved employees.

22 Estimate of Recovery by Individual Aggrieved Employees Under PAGA Claims G(3)(a)(v).

23 27. The PAGA allocation for Aggrieved Employees is \$1,250. Given that there are 42
24 PAGA Aggrieved Employees who worked 232 pay periods, the average PAGA Settlement Member
25 will receive approximately \$5.38 (\$1,250 over 232 pay periods).

26 Any other Factors Material To Determination of Fairness (9(b)(viii))

27 28. Defendants have made claims that, as small businesses, they are unable to pay
28 substantial damages. Indeed, even the settlement reached between the parties was the result of long

1 and occasionally contentious negotiations.

2 **Plaintiff's Counsel Is Unaware of Other Actions G(3)(a)(vii)**

3 29. I am unaware of any actual or potential conflict of interest between myself or my
4 firm and Karen Johnson or Matthew Johnson, our clients, or the other Class Members. I am
5 similarly unaware of any conflict of interest between myself or my firm and the Class
6 Administrator, Phoenix Settlement Administrators.

7 30. I am unaware of any other pending matters or actions asserting claims that will be
8 extinguished or adversely affected by the Settlement. I have made a reasonable inquiry of other
9 members of my firm, and my inquiries have turned up no cases or actions that will be extinguished
10 or adversely affected by the Settlement. After reasonable inquiries, Plaintiffs' counsel is unaware of
11 any other actions arising out of the same facts pled here.

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on this 9th
13 day of July, 2026 at Los Angeles, California.

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15 /s/ Jennifer Kramer
16 Jennifer Kramer
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs KAREN JOHNSON and MATTHEW JOHNSON (“Plaintiffs”), on the one hand, and Defendants PINE VALLEY BIBLE CONFERENCE ASSOCIATION, INC. and PINE VALLEY CAMP CHRISTMAS (“Defendants”), on the other hand. The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Johnson v. Pine Valley* (Case No. 37-2024-00002479-CU-OE-CTL) initiated on January 19, 2024, and pending in Superior Court of the State of California, County of San Diego.
- 1.2 “Administrator” means Phoenix, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by Defendants in California and classified as a non-exempt employee who worked for Defendants during the PAGA Period.
- 1.5 “Class” means all persons employed by Defendants in California and who worked for Defendants during the Class Period and were classified as non-exempt employees.
- 1.6 “Class Counsel” means Christina M. Coleman of the Law Offices of Christina M. Coleman, APC and Jennifer Kramer of Kramer Brown Hui LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute and settle the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, number of Class Period Workweeks worked in the Class Period and number of PAGA Pay Periods worked in the PAGA Period.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as Exhibit A, and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from January 19, 2020, to the date of the Order of Preliminary Approval of the Settlement (subject to Paragraph 8 below).
- 1.13 “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action who will be seeking Court approval to serve as Class Representatives.
- 1.14 “Class Representatives Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of San Diego.
- 1.16 “Defense Counsel” means JoLynn M. Scharrer of Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
- 1.17 “Effective Date” means the date by when both of the following have occurred:
- (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement, and the entered Judgment is served on Defendants; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means two hundred thousand dollars (\$200,000) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class

Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.

- 1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code § 2699, subd. (i) to receive a portion of the PAGA Penalties.
- 1.26 "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).
- 1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for DEFENDANTS for at least one day during the PAGA Period.
- 1.30 "PAGA Period" means the period from November 14, 2022, to the date of the Order for Preliminary Approval of the Settlement (subject to Paragraph 8 below).
- 1.31 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.32 "PAGA Notice" means Plaintiffs' November 14, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).
- 1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250) and 75% to LWDA (\$3,750) in settlement of the PAGA claims.
- 1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.35 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.36 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.37 “Released Class Claims” means any and all claims, damages, or causes of action alleged in, or arising out of, the allegations in the Action that arose during the Class Period and which were alleged by Plaintiffs based on any of the factual allegations contained in the Operative Complaint in the Action, including, but not limited to, claims under state, federal or local law including, but not limited to claims for unpaid minimum and overtime wages, claims related to non-compliant meal and rest breaks or periods and nonpayment of premium pay for such, failure to reimburse work related expenses, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, and unfair or unlawful business practices pursuant to California Business and Professions Code §§17200, *et seq.* based on the aforementioned. The Released Class Claims specifically include, but are not limited to, all claims arising under all statutory references in the Operative Complaint, the California Labor Code, the corresponding sections of the applicable California Industrial Welfare Commission Wage Orders, and California Business and Profession Code §§17200, *et seq.*, based on the preceding claims, and California common law of contract, interest, and claims for attorneys’ fees relating in any way to the claims alleged in the Action.
- 1.38 “Released PAGA Claims” means any and all claims for civil penalties under PAGA that were alleged based on the allegations in Plaintiff’s PAGA Notice submitted November 14, 2023, that arose during the PAGA Period, for: (1) failure to indemnify aggrieved employees pursuant to Cal. Lab. Code § 2802 for personal cell phone use and other expenses incurred as a result of Defendants’ requirement that employees be in constant communication and work off the clock; (2) Defendants’ requirement that non-exempt employees perform work off the clock and Defendants’ failure to pay aggrieved employees overtime compensation as required by Cal. Lab. Code §§ 510 and 1198, *et seq.* and the applicable Industrial Wage Order; (3) failure to timely provide all legally compliant meal periods to aggrieved employees who did not always get meal periods within the first five hours of their shift; (4) failure to authorize and permit the aggrieved employees to take paid rest breaks, as the aggrieved employees regularly worked over five hours but were not authorized and permitted to take all 10-minute uninterrupted rest periods for every four hours of work or major fraction thereof; and (5) as a derivative result of the above claims, Defendants violations of Labor Code § 226 and §§ 201-203.
- 1.39 “Released Parties” means: Pine Valley Bible Conference Association, Inc. and Pine Valley Camp Christmas.
- 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

- 1.41 “Response Deadline” means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired to submit a Request for Exclusion from the Settlement or Objections to the Settlement.
- 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43 “Workweek” means any calendar week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1 Plaintiffs Karen Johnson and Matthew Johnson’s class action complaint was filed on January 19, 2024, against Defendants. The Plaintiffs’ PAGA notices were submitted on November 14, 2023 to the LWDA and Defendants.
- 2.2 The operative complaint alleges the following class and representative claims: (a) unpaid wages and compensation; (b) failure to provide lawful meal periods; (c) failure to provide lawful rest periods; (d) failure to indemnify for necessary business expenses; (e) failure to furnish accurate wage and hour statements; (f) failure to pay wages upon discharge; (g) unfair competition; and (h) violation of the PAGA.
- 2.3 On June 11, 2025, the Parties participated in an all-day mediation presided over by Hon. David M. Chapman (Ret.) which did not result in a settlement but produced a plan that ultimately led to this Agreement to settle the Action.
- 2.4 Prior to and subsequent to the mediation, Plaintiffs obtained information from Defendants, through formal discovery, including written responses to requests for production, the production of documents, and written responses to special interrogatories. In addition, Plaintiff obtained the time and payroll information of putative class members through informal discovery. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5 The Court has not granted class certification.
- 2.6 The Settlement is intended to resolve all class and PAGA representative claims brought in, related, and pursuant to the Action, and related requests for relief, including but not limited to all claims for Plaintiffs’ attorney fees and costs.

3. **MONETARY TERMS.**

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 9 below, Defendants promise to pay two hundred thousand dollars (\$200,000), and no more, as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 **To Plaintiffs:** Class Representative Service Payments to the Class Representatives of not more than five thousand dollars (\$5,000) each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$66,666.67 and a Class Counsel Litigation Expenses Payment of not more than ten thousand dollars (\$10,000). Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel

Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$5,000, except pursuant to a showing of good cause, and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$5,000 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment shall be calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of the wage claims (the "Wage Portions"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and non-wage damages and interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of five thousand dollars (\$5,000) to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the LWDA PAGA Payment and 25% (\$1,250) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties, \$1,250, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees

assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as of October 1, 2025, Defendants estimate there are 109 Class Members who collectively worked a total of 875 Workweeks, during the Class Period, and 42 Aggrieved Employees who worked a total of 232 PAGA Pay Periods.
- 4.2 Class Data. No later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay DEFENDANTS' share of payroll taxes. The funds shall be transmitted to the Administrator in four installments to be deposited with the Administrator in an interest bearing Qualified Settlement Fund:
- 4.3.1 Twenty-five percent (25%) of the Gross Settlement Amount due no later than thirty (30) calendar days after the Court grants preliminary approval;
- 4.3.2 Twenty-five percent (25%) of the Gross Settlement Amount due no later than one hundred twenty (120) calendar days after the Court grants preliminary approval;
- 4.3.3 Twenty-five percent (25%) of the Gross Settlement Amount due no later than two hundred ten (210) calendar days after the Court grants preliminary approval; and
- 4.3.4 Twenty-five percent (25%) of the Gross Settlement Amount due no later than three hundred (300) calendar days after the Court grants preliminary approval.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, and who requests a replacement check prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure § 384, subd. (b) ("Cy Pres Recipient") specifically, Legal Aid at Work.

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiffs' Release.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time, including, but not limited to: (a) all claims that were alleged, based on the facts contained, in the Operative Complaint and released under 5.2, below, and (b) all PAGA claims that were alleged in the Operative Complaint, Plaintiffs' PAGA Notice and released under 6.3, below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 **Plaintiffs' Waiver of Rights Under California Civil Code § 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 **Release by Participating Class Members.** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims, as defined in Paragraph 1.37. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 **PAGA Release.** Plaintiffs, on behalf of themselves and all others similarly aggrieved, and as a proxy/agent for the State of California and the California Labor Workforce Development Agency ("LWDA"), to the extent permitted by law, release all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs' PAGA Notice submitted to the LWDA on November 14, 2023 ("PAGA Released Claims"). Plaintiffs do not release any aggrieved employee's claim for wages or damages. Any Class Member who receives

a PAGA payment and who opts out of the Settlement is only bound by the release of PAGA claims. The PAGA Release Period shall be the PAGA Period. The release as to the State of California and aggrieved employees only covers claims that arise under the Private Attorneys General Act and does not cover an aggrieved employee's individual Labor Code claims. The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship between the Administrator and Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, or the Administrator.

6.2 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; for obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and working, in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and

Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

- 6.4 Certification of a Conditional Class: The Parties agree to certification of a conditional class to facilitate settlement only.

7. **SETTLEMENT ADMINISTRATION.**

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, total Workweeks, and total Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall

conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation for his or her challenge. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct, so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator's 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.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); and (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether valid or invalid) received; objections received; challenges to Workweeks and/or Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received by the Administrator.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense

Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections received; and shall include the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE:** The Gross Settlement Amount was agreed upon based on Defendants' representations that the total number of workweeks worked by Class Members during the Class Period is 875 Workweeks through October 1, 2025. Should the actual number of workweeks worked by Class Members during the Class Period increase by more than 10% (*i.e.*, 964 or higher), Defendants shall have the election to either (a) cut off the Class Period when the Workweeks worked by Participating Class Members reaches 963 or (b) the Gross Settlement Amount shall automatically increase proportionally exceeding the 10% increase. For example, if the actual Workweeks worked by Class Members during the Class Period are 964 (an increase of 10% from 875), the gross settlement amount shall correspondingly increase by 10%.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten (10) Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, that Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents

to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the requested amounts for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, and extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class

Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

- 12.1 **No Admission of Liability, Class Certification 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' 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).
- 12.2 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.4 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and

supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.
- 12.7 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.12 Confidentiality. 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.
- 12.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.14 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.
- 12.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly

given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Christina M. Coleman
christina@christinacolemanlaw.com
LAW OFFICES OF CHRISTINA M. COLEMAN, APC
113 N. San Vicente Blvd., Suite 341
Beverly Hills, CA 90211
Phone: (323) 592-3605

Jennifer Kramer
KRAMER BROWN HUI LLP
3600 Wilshire Blvd., Suite 1908
Los Angeles, CA 90010
jennifer@kbhllp.com

To DEFENDANTS:

JoLynn M. Scharrer, Esq., SBN 136821
scharrer@huntortmann.com
HUNT ORTMANN PALFFY
NIEVES DARLING & MAH, INC.
301 North Lake Avenue, 7th Floor
Pasadena, California 91101-1807
Phone: (626) 440-5200

12.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.17 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, pursuant to CCP § 583.330, to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

Dated:

PINE VALLEY BIBLE CONFERENCE ASSOCIATION, INC.

By: _____

Title:

given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Christina M. Coleman
christina@christinacolemanlaw.com
LAW OFFICES OF CHRISTINA M. COLEMAN, APC
113 N. San Vicente Blvd., Suite 341
Beverly Hills, CA 90211
Phone: (323) 592-3605

Jennifer Kramer
KRAMER BROWN HUI LLP
3600 Wilshire Blvd., Suite 1908
Los Angeles, CA 90010
jennifer@kbhllp.com

To DEFENDANTS:

JoLynn M. Scharrer, Esq., SBN 136821
scharrer@huntortmann.com
HUNT ORTMANN PALFFY
NIEVES DARLING & MAH, INC.
301 North Lake Avenue, 7th Floor
Pasadena, California 91101-1807
Phone: (626) 440-5200

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Dated:

PINE VALLEY BIBLE CONFERENCE ASSOCIATION, INC.

By: 

Title: BOARD CHAIRMAN

Dated:

PINE VALLEY CAMP CHRISTMAS

By: William R. Rebold

Title: PRESIDENT

Dated:

KAREN JOHNSON

By: _____

Karen Johnson

Dated:

MATTHEW JOHNSON

By: _____

Matthew Johnson

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS

Dated:

HUNT ORTMANN PALFFY
NIEVES DARLING & MAH, INC.

By: _____
JoLynn M. Scharrer
Attorneys for Defendants

Dated:

KRAMER BROWN HUI LLP

By: _____
Jennifer Kramer
Attorneys for Plaintiffs

Dated:

PINE VALLEY CAMP CHRISTMAS

By: _____

Title:

Dated:

KAREN JOHNSON

By: _____

Karen Johnson

Dated:

MATTHEW JOHNSON

By: _____

Matthew Johnson

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS

Dated: 01/27/2026

HUNT ORTMANN PALFFY
NIEVES DARLING & MAH, INC.

By: JoLynn M. Scharrer

JoLynn M. Scharrer
Attorneys for Defendants

Dated:

KRAMER BROWN HUI LLP

By: _____

Jennifer Kramer
Attorneys for Plaintiffs

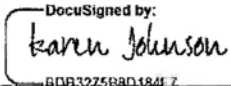
Dated: PINE VALLEY CAMP CHRISTMAS

By: _____

Title:

Dated: 2/4/2026

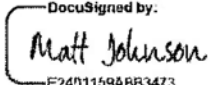
KAREN JOHNSON

By:  _____
DocuSigned by:
Karen Johnson
BDB3275B8D184F7

Karen Johnson

Dated: 2/2/2026

MATTHEW JOHNSON

By:  _____
DocuSigned by:
Matt Johnson
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Matthew Johnson

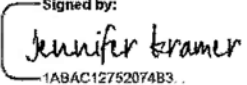
APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS

Dated: HUNT ORTMANN PALFFY
NIEVES DARLING & MAH, INC.

By: _____
JoLynn M. Scharrer
Attorneys for Defendants

Dated: 1/21/2026

KRAMER BROWN HUI LLP

By:  _____
Signed by:
Jennifer Kramer
1ABAC1275207483
Jennifer Kramer
Attorneys for Plaintiffs

Dated: 1/21/2026

LAW OFFICES OF CHRISTNA M. COLEMAN

Signed by:


By: 34A42B730B684E9
Christina M. Coleman
Attorneys for Plaintiffs

EXHIBIT A

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

KAREN JOHNSON and MATTHEW JOHNSON,
as individuals and on behalf of others similarly
situated,

Plaintiffs,

v.

PINE VALLEY BIBLE CONFERENCE
ASSOCIATION, INC. and PINE VALLEY CAMP
CHRISTMAS,

Defendants.

Case No.: 37-2024-00002479-CU-OE-CTL

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

Dept: C-62

Judge: Hon. Judy Bae

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

A California court authorized this notice. This is not a solicitation from a lawyer.

- A proposed class action settlement will provide \$200,000.00 (“Gross Settlement Amount”) for distribution to all persons employed by Defendants Pine Valley Conference Association, Inc. and Pine Valley Camp Christmas (“Defendants”) in California and who worked for Defendants during the Class Period and were classified as non-exempt employees from January 19, 2020 to [REDACTED]. These individuals who are covered by the settlement are called “Settlement Class Members.”
- The settlement shall finally resolve unpaid wages (including without limitation, minimum wage, overtime and double time pay), liquidated damages arising from alleged failure to pay minimum wages, claims for non-compliant meal and/or rest periods, claims of late/untimely payment of wages upon separation of employment, inaccurate itemized wage statements, unfair competition, interest, penalties including under PAGA for claims brought in the above mentioned Lawsuit (“Action”) and attorney’s fees. It avoids further costs and risks of continuing the Action toward trial, pays money to Settlement Class Members who do not request to be excluded, and releases Defendants Pine Valley Bible Conference Association, Inc. and Pine Valley Camp Christmas (the “Released Parties”), from liability from the claims asserted in the Action.
- Persons who would otherwise be Settlement Class Members but elect to opt-out of the class action portion of this settlement would still be eligible for, and would receive, payment allocated to settlement of Plaintiffs’ claims under the California Private Attorneys General Act (“PAGA”), as there is no PAGA opt-out under California law. For purposes of this settlement, “PAGA Settlement Members” includes all current and former non-exempt employees of Defendants who worked in California from at any time during the PAGA period from November 14, 2022 until [REDACTED]. Such PAGA Settlement Members who elect to opt-out of the Class Settlement are still entitled to receive their “PAGA Individual Settlement Payment” – i.e. their proportional share of PAGA penalties.
- Counsel for Plaintiffs and the class, as defined below, will ask the Court to award them up to \$66,666.67 as attorneys’ fees and up to \$10,000 as expenses for investigating the facts, litigating the case, and negotiating the Settlement. Plaintiffs will also request an enhancement payment of up to \$5,000 each. Plaintiffs will also request that the Court award \$5,000 who is administering

this settlement notice and payments,. These amounts will be paid from the Gross Settlement Amounts if approved by the Court.

- Defendants vigorously deny all liability or wrongdoing, deny that they were joint-employers, and contend that they fully complied with all applicable laws. Defendants nevertheless desire to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies brought about in the Action.
- The Court has not ruled on the merits of Plaintiffs' claims. The Court has only determined that there is sufficient evidence to suggest the proposed settlement might be fair, adequate, and reasonable and any final determination will be made at the final hearing.
- **Your legal rights may be affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive Payment	You will be paid your Individual Settlement Payment in exchange for releasing the class claims brought against Defendants and Released Parties. If you performed covered work for Defendants from November 14, 2022 to [REDACTED] (the "PAGA Period"), you will also receive your PAGA Individual Settlement Payment. If you move, you must notify the Settlement Administrator of your new address to ensure that the payment is mailed to the correct address.
Exclude Yourself from the Class Settlement	You will not be paid your Individual Settlement Payment, and you will retain any rights to pursue the claims against Defendants that would otherwise be released by the Settlement of the Action. You will not be able to object to the Settlement if you opt-out. You may opt-out by filling out and returning the "Request for Exclusion" enclosed with this Notice. If you performed covered work for Defendants from during the PAGA Period, then you will be deemed a "PAGA Settlement Member" and you will still receive your PAGA Individual Settlement Payment, as defined below, regardless of whether you opt out of the class settlement.
Object to the Settlement	You will tell the Court why you don't agree with the Settlement, follow the procedures described more fully below. The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you may still be paid your Individual Settlement Payment and PAGA Individual Settlement Payment if you worked during the PAGA Period.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under that proposed settlement. You have received this notice because you may be a member of the Settlement Class.

WHAT IS THIS ACTION ABOUT?

January 19, 2024, Plaintiffs filed their initial class action complaint for: (a) unpaid wages and compensation; (b) failure to provide lawful meal periods; (c) failure to provide lawful rest periods; (d) failure to indemnify for necessary business expenses; (e) failure to furnish accurate wage and hour statements; (f) failure to pay wages upon discharge; (g) unfair competition; and (h) violation of the PAGA.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

Plaintiffs filed a putative class action and representative action under PAGA asserting certain claims against Defendants. Defendants deny all liability or wrongdoing whatsoever in the Action and deny that they violated any law. The Court did not decide in favor of Plaintiffs or Defendants. There was no trial. Instead, all parties agreed to a proposed class action settlement to avoid further costs, risks, and uncertainty at trial in exchange for the Gross Settlement Amount and Release of Claims against Defendants and Released Parties. Plaintiffs and Class Counsel think the settlement is fair, reasonable and adequate and in the best interests of all Settlement Class Members. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. A final determination of those issues will be made at the Final Fairness Hearing referenced below.

B. Who is in the Settlement Class?

All current and former non-exempt, hourly paid employees who were employed by Defendants from January 19, 2020 to [REDACTED].

C. What does the Settlement provide?

1. Gross Settlement Amount.

Defendants will pay \$200,000 to settle the Action. The following sums will be paid from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees in an amount set by the Court not to exceed \$66,666.67 and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$10,000; (2) a service payment to the Class Representatives set by the Court, not to exceed \$5,000 each (\$10,000 total) for their service as class representative in the Action; (3) a reasonable amount set by the Court to the settlement administrator for administering the settlement, \$5,000; (4) a payment to the Labor and Workforce Development Agency ("LWDA"), in the amount of \$3,750 (equal to 75% of the \$5,000 allocation for the release of Plaintiffs' PAGA claim). The amount of the Gross Settlement Amount remaining after these payments is the "Net Settlement Amount," estimated to be \$103,333.33 payable to Settlement Class Members who do not request to be excluded. The amount of the Net Settlement Amount representing PAGA penalties payable to putative class members is \$1,250. All employees will receive a portion of this \$1,250, regardless of whether the employee objects or requests to be excluded from the class settlement. For people who wish to be excluded as a Class Settlement Member, they would still receive their PAGA Individual Settlement Payment of the \$1,250 allocated to penalties due to employees under PAGA, as PAGA Settlement Members.

D. What are you giving up to get a payment or stay in the Class?

If the proposed Settlement is approved by the Court, a judgment will be entered such that each Class Member who has not submitted a timely and valid Request for Exclusion will release and

discharge Defendants and Released Parties from any and all any and all claims, damages, or causes of action alleged in, or arising out of, the allegations in the Action that arose during the Class Period and which were alleged by Plaintiffs based on any of the factual allegations contained in the Operative Complaint in the Action, including, but not limited to, claims under state, federal or local law including, but not limited to claims for unpaid minimum and overtime wages, claims related to non-compliant meal and rest breaks or periods and nonpayment of premium pay for such, failure to reimburse work related expenses, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, and unfair or unlawful business practices pursuant to California Business and Professions Code §§17200, *et seq.* based on the aforementioned. The Released Class Claims specifically include, but are not limited to, all claims arising under all statutory references in the Operative Complaint, the California Labor Code, the corresponding sections of the applicable California Industrial Welfare Commission Wage Orders, and California Business and Profession Code §§17200, *et seq.*, based on the preceding claims, and California common law of contract, interest, and claims for attorneys' fees relating in any way to the claims alleged in the Action.

If the Court approves the settlement, you will also be releasing all penalties arising out of the PAGA notice submitted to the state by Plaintiffs including attorneys' fees, and costs associated with the PAGA claims. PAGA Settlement Members may not opt-out of nor object to the PAGA Settlement.

The Settlement Class Members' Released Claims may not include a release of *all* your rights you have as an employee or former employee of Defendants. The Released Claims are specifically limited to the claims set forth above.

E. How is my share of the Settlement calculated?

Each Settlement Class Member (who does not opt out of the Settlement) shall receive an Individual Settlement Amount, which is a proportionate share of the Net Settlement Amount.

Calculation of Individual Settlement Payments. Defendants will provide the Settlement Administrator sufficient information to calculate Individual Settlement Payments to all Settlement Class Members. This information includes the dates of employment of each Settlement Class Member. For each Settlement Class Member, the number of weeks in which Settlement Class Members worked for directly for Defendants from January 19, 2020 through [REDACTED] ("Total Weeks Worked") will be calculated by Defendants and provided to the Settlement Administrator. The respective Total Weeks Worked for each Settlement Class Member will be divided by the Total Weeks Worked for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine the Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions or withholdings for each Settlement Class Member. Settlement Class Members are not eligible to receive any compensation under the Settlement other than Individual Settlement Payments.

Calculation of PAGA Individual Settlement Payments. Defendants will provide the Settlement Administrator sufficient information to calculate PAGA Individual Settlement Payments to all PAGA Settlement Members. This information includes the dates of employment of each PAGA Settlement Member during the PAGA Period (November 14, 2022 through [REDACTED]). For each PAGA Settlement Member, the number of pay periods worked during the PAGA Period ("Total Pay Periods Worked") will be calculated. The respective Total Pay Periods Worked for each PAGA Settlement Member will be divided by the Total Pay Periods Worked for the PAGA Period for all PAGA Settlement Members, resulting in the Payment Ratio for each PAGA Settlement Member. Each PAGA Settlement Member's Payment Ratio is then multiplied by the PAGA Settlement Fund to determine his or her Individual

PAGA Settlement Payment. Settlement Class Members will receive their portion of the PAGA Individual Settlement Payments whether or not they opt-out of this Class Action Settlement.

The total workweeks for all Settlement Class Members in the Class Period is estimated to be 875. The total workweeks for all PAGA Settlement Members during the PAGA Period is estimated to be 232.

1. For purposes of calculating Individual Settlement Payments to Class Members who do not opt-out, Class Members will be paid as follows:

According to the records of Defendants, you did not sign a release that affects the calculation of your Individual Payment Amount. Also, according to the records of Defendants, your Total Weeks Worked during the Class Period is: [REDACTED]. Based on this number, your estimated Individual Payment Amount is [REDACTED]. This amount is subject to change based on the final ruling of the Court and the number of Settlement Class Members who request to be excluded from the Settlement.

Individual Settlement Payments will be allocated as follows: 20% as wages (subject to W-2 IRS withholdings and payroll taxes.), 80% as penalties (to be reported on 1099s).

If a Settlement Class Member worked every week that Defendants directly employed workers during the entire period at issue (January 19, 2020 until [REDACTED]), their potential award would be \$XXXX. Possible recoveries to each class member range from: \$XXXX to \$XXXX.

2. For purposes of PAGA payments, all PAGA Settlement Members will be paid as follows:

According to the records of Defendants, you did not sign a release that affects the calculation of your PAGA Individual Payment Amount. Also, according to the records of Defendants, your Total Pay Periods Worked during the PAGA Period is: [REDACTED]. Based on this number, your estimated PAGA Individual Payment Amount as PAGA Settlement Member is [REDACTED].

For PAGA Settlement Members who opt-out of the Class Settlement, these PAGA Individual Settlement Payments will be allocated as penalties (to be reported on 1099s). For Settlement Class Members who did not opt-out of the Class Settlement, payment will be allocated as specified in § E subsection 1, above.

If a PAGA Settlement Class Member worked every pay period that Defendants employed workers during the entire period at issue (November 14, 2022 until [REDACTED]), their potential PAGA Individual Settlement Payment would be \$XXXX. Possible recoveries to each member range from: \$XXXX to \$XXXX.

Please be advised that the number of Total Weeks Worked in the Class Period and Total Pay Periods in the PAGA Period listed above are presumed to be correct unless you submit documentation proving otherwise. If you disagree with the number of weeks worked listed above, please submit an explanation and evidence to the Settlement Administrator no later than 60 days after the mailing of this Notice. In the event of a dispute about the correct number of Total Weeks Worked, the Settlement Administrator will resolve the challenge and will make a final and binding determination without hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a Final Fairness Hearing regarding the proposed settlement on [REDACTED], at [REDACTED], in Department C-62 of the San Diego County Superior Court. The Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to be awarded to Class Counsel; (v) the amount that should be awarded to Plaintiffs as a service payment, and (vi) the amount awarded to the Settlement Administrator. At the Final Settlement Hearing, the Court may hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself, but Class Counsel will not represent you with respect to any objections to the Settlement.

You have the right to appear remotely at the Final Fairness Hearing. For more information about how to appear remotely for hearings, please go to the San Diego County Superior Court website and look for Courtroom Livestreaming Services:

<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of Total Weeks Worked, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than 60 days after the mailing date of this Notice. The Settlement Administrator's address is [REDACTED].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement by sending a writing to the Settlement Administrator, no later than 60 days after the mailing date of this Notice. Alternatively, you may fill out the "Objection to Proposed Class Action Settlement," which is included in this mailing and return it to the Settlement Administrator. The date of the postmark on the return envelope shall be the exclusive means for determining that a Notice of Objection was timely submitted. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member and (2) the basis for the objection. Class Counsel shall include all objections received and Plaintiffs' response(s) with Plaintiffs' motion for final approval of the Settlement. Settlement Class Members who submit a timely Notice of Objection will have a right to have their objections heard at the Final Approval/Settlement Fairness Hearing. Class Counsel shall not represent any Settlement Class Members with respect to any such objections. The Settlement Administrator's address is listed above.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, other than your PAGA Individual Settlement Payment, and you will not be bound by a judgment in this case. The written request for exclusion must be sent to the Settlement Administrator and postmarked no later than 60 days from the date of the mailing of this Notice and: (1) must contain the name, address, and telephone number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by 45 days from the date of the mailing of this Notice and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member’s intent to request exclusion, opt out, or words to that effect. You may request to be excluded by filling out and returning the “Request for Exclusion” enclosed with this Notice. If a signed request for exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement, other than their PAGA Individual Settlement Payment, and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written request for exclusion shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court. The Settlement Administrator’s address is listed above.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the settlement, you may review the detailed “Class Action and PAGA Settlement Agreement and Class Notice” which is on file with the Clerk of the Court. You may also review the terms of this agreement online by visiting the Public Access at: <https://odyroa.sdcourt.ca.gov/Cases>. Follow the instructions and use Case Number 37-2024-00002479-CU-OE-CTL. The proposed settlement agreement is attached to the Declaration of Jennifer Kramer filed on [REDACTED] as Exhibit 1.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [REDACTED]. Please refer to the Pine Valley Class Action Settlement. You may also contact Class Counsel below to discuss the settlement or obtain a copy of the Settlement Agreement. Additionally, you may access the Settlement Agreement at the San Diego Superior Court, Hall of Justice located at 330 West Broadway, San Diego, CA 92101.

Class Counsel

Jennifer Kramer

KRAMER BROWN HUI LLP

3600 Wilshire Blvd., Suite 1908

Los Angeles, CA 90010

Telephone: (213) 310-8301

jennifer@kbhllp.com

Christina M. Coleman

LAW OFFICES OF CHRISTINA M.

COLEMAN

A PROFESSIONAL CORPORATION

113 N San Vicente Blvd., Suite 341

Beverly Hills, CA 90211

Phone: (323) 592-3605

christina@christinacolemanlaw.com

Defendants Counsel

JoLynn M. Scharrer

scharrer@huntortmann.com

HUNT ORTMANN PALFFY

NIEVES DARLING & MAH, INC.

301 North Lake Avenue, 7th Floor

Pasadena, California 91101-1807

Phone: (626) 440-5200

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS
SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

EXHIBIT 2



3600 WILSHIRE BLVD., SUITE 1908
LOS ANGELES, CA 90010

November 14, 2023

VIA ONLINE FILING

Labor & Workforce Development Agency
Attn. PAGA Administrator
Department of Industrial Relations

SENT VIA CERTIFIED MAIL

William R Rebold, Agent for Service of Process
Pine Valley Bible Conference Association, Inc.
8668 Pine Creek Rd
Pine Valley, CA 91962

SENT VIA CERTIFIED MAIL

Stephen P Sommers, Agent for Service of Process
Pine Valley Camp Christmas
301 North Lake Avenue, Suite 700
Pasadena, CA 91101

Re: Karen Johnson re Pine Valley Bible Conference Association, Inc. and Pine Valley Camp Christmas

My office has been retained to represent Karen Johnson (Employee”) in connection with her claims under the California Labor Code. The Employers Pine Valley Bible Conference Association, Inc. and Pine Valley Camp Christmas (“Employers”) may be contacted directly (to whom a copy of this communication is being sent via certified mail):

Pine Valley Bible Conference Association, Inc.

c/o William R Rebold, Agent for Service of Process
8668 Pine Creek Rd
Pine Valley, CA 91962

Pine Valley Camp Christmas

c/o Stephen P Sommers
Agent for Service of Process
301 North Lake Avenue, Suite 700
Pasadena, CA 91101

By this notice, Ms. Johnson intends to seek remedies for violations of the Cal. Labor Code which are recoverable under Cal. Labor Code § 2699 *et seq.*, on her own behalf and on

behalf of all aggrieved employees. This letter is sent in compliance with the reporting requirements of Cal. Labor Code § 2699.3.

As used in this notice, “aggrieved employees” means all full time non-exempt hourly employees employed by Pine Valley Bible Conference Association, Inc. (PVBC) and/or Pine Valley Camp Christmas (PVCC) (“Employers”) in the State of California during the relevant time period.

The California Supreme Court in *Martinez v. Combs* (2010) 49 Cal.4th 35, 76 specifically recognized there are instances “in which multiple entities control different aspects of the employment relationship. “[A] person, by exercising significant control over the employees of another, may come to share the employer’s legal obligations.” *Martinez, supra*, 49 Cal.4th at 50. “[T]he primary consideration is whether the special employer has the right to control and direct the activities of the alleged employee or the manner and method in which the work is performed.” *Kowalski v. Shell Oil Co.* (1979) 23 Cal.3d 168, 175; *see also, Vernon v. State of California* (2004) 116 Cal.App.4th 114, 126; *Bradley v. Dept. of Corrections and Rehabilitation* (2008) 158 Cal.App.4th 1612, 1625-1626.

Here, both PVBC and PVCC are or were Ms. Johnson’s employers. They exercise control over her wages, hours, and working conditions. Both PVBC and PVCC suffered or permitted her to work. Both PVBC and PVCC engaged her sufficiently to meet the common law definition of employer as incorporated into the IWC Wage Orders. Moreover, both PVBC and PVCC concurrently and alternatively exercised significant control over Ms. Johnson and directed her activities for their financial benefit. Based on the control PVBC and PVCC exercised over Ms. Johnson’s employment, both are joint employers subject to PAGA liability as further explained below:

During the relevant time period, the Employers violated California Labor Code provisions when it utilized consistent unlawful policies and procedures regarding the Employee and all other similarly situated aggrieved employees.

Pursuant to Cal. Labor Code § 2699.3, the facts and theories to support the violations are as follows:

First, the Employers failed to indemnify Employee and similarly situated aggrieved employees pursuant to Cal. Lab. Code § 2802 for personal cell phone use and other expenses incurred as a result of Employers’ requirement that employees be in constant communication and work off the clock. As such, the Employers were responsible for indemnifying Employee for all necessary expenditures or losses incurred by the Employee in direct consequence of the discharge of her duties pursuant to Cal. Lab. Code § 2802. Subdivision (c) of section 2802 defines “necessary expenditures or losses” as including “all reasonable costs...” At all relevant times, the Employers had a legal duty to pay each affected employee for the necessary expenses incurred as a result of Employers’ mandated use of personal cell phones but failed to do so.

Such a pattern, practice and uniform administration of policy as described herein is unlawful and creates an entitlement to recovery by the Employee and similar situated aggrieved employees for the unpaid balance of the unpaid compensation pursuant to Cal. Lab. Code § 2802.

Second, the Employers constantly required Employee to perform work off the clock and thus failed to pay Employee and similarly situated aggrieved employees overtime compensation as required by Cal. Lab. Code §§ 510 and 1198 *et seq.* and the applicable Industrial Wage Order. Cal. Lab. Code §§ 510 and 1198, *et seq.* provide that (a) employees are entitled to compensation at the rate of one and one-half times their regular rate of pay for all hours worked in excess of eight hours, up to twelve hours, in a workday, or in excess of forty hours in a work week, and (b) employees are entitled to compensation at the rate of twice their regular rate of pay for all hours worked in excess of twelve hours in a workday, and in excess of eight hours on the seventh consecutive day of work in a workweek. Cal. Lab. Code § 1198 provides a private right of action for failure to pay legal compensation for all overtime hours worked. Aggrieved employees are legally entitled to compensation for overtime work performed.

Third, the Employers failed to timely provide all legally compliant meal periods to the Employee and all other similarly situated aggrieved employees did not always get meal periods within the first five hours of their shift. Specifically, the Employers regularly failed to provide Employee with sufficient coverage and/or structure in the workplace so that Employee would be able to step away from her very busy work to take her meal periods. Employers informed Employee that a 30-minute meal period would nonetheless be included on her daily timesheets and that 30 minutes would be deducted from her pay daily. Employee was required to be on call during her meal periods, which were frequently interrupted by her Employers. As such, the Employee and all other similarly situated aggrieved employees worked over five hours without legally compliant meal periods. The Employers violated Labor Code §§ 116.7, 512, 516, and the applicable Industrial Wage Order, and owes penalties under Labor Code § 2699(f).

Fourth, the Employers failed to authorize and permit the Employee and all other similarly situated aggrieved employees with paid rest breaks, as the Employee and all other similarly situated aggrieved employees regularly worked over five hours but were not authorized and permitted to take all 10-minute uninterrupted rest periods for every four hours of work or major fraction thereof. Employee and all other similarly situated aggrieved employees sometimes worked over ten hours but were not authorized and permitted to take all 10-minute uninterrupted rest periods for every four hours of work or major fraction thereof. More specifically, Employers regularly failed to provide Employee with sufficient coverage and/or structure in the workplace so that Employee would be able to step away from her very busy work to take her rest periods. Employee was required to be on call during her rest periods, which were frequently interrupted by her Employers. As such, the Employee and all other similarly situated aggrieved employees were not authorized and permitted legally compliant rest breaks. The Employers did not pay a rest period penalty for any of these violations. The Employers violated Labor Code § 226.7 and the applicable Industrial Wage Order, and owes rest period wages and penalties under Labor Code § 2699(f).

These policies are used in such a manner that they result in the failure to compensate for all time actually worked by the Employee and all other similarly situated aggrieved employees at the legally-mandated minimum wage. As such, the Employers violated Labor Code §§ 510, 1194, 1197, 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code § 2699(f).

Labor Code § 200 *et seq.* provides that employees are entitled to wages and compensation for work performed and provides a private right of action for failure to pay wages and compensation for said work performed. The Employers failed to pay Employee minimum wages for all hours worked. Cal. Lab. Code § 1194 entitles employees to recover unpaid minimum wages.

As a derivative result of the above claim(s), the Employers also violated Labor Code § 226 and §§ 201-203.

The Employers violated *Labor Code* § 226(a) by failing to furnish Employee and similarly situated aggrieved employees with pay stubs that contain all nine pieces of information required by the statute by neglecting to accurately state the number of hours worked by Employee along with the applicable rates of pay. The Employers provided aggrieved employees with deficient paystubs that do not distinguish which hours pertain to aggrieved employees' regular wage versus which hours constitute overtime pay.

Regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employers was required to include on a paystub such information as all hours worked, the hourly rate of pay, and the rate of pay for overtime and double time work. Here, because the Employers failed to pay all wages and accurately report hours worked, including for missed meal and rest breaks, as set forth above, the Employers issued improper paystubs to the Employee and all other similarly situated aggrieved employees, and the Employers has derivatively violated Labor Code § 226, and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Regarding waiting time penalties, under Labor Code §§ 201-203, the Employee and all other similarly situated aggrieved employees are entitled to thirty days of wages at their regular rate of pay and/or other penalties for the Employers' failure to pay all wages due upon separation of employment. Because the Employers failed to pay all wages as set forth above, the Employers has derivatively violated Labor Code §§ 201-203, and owes penalties under Labor Code §§ 2699(f), 203 and/or 203 and/or 256.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employers within 33 days that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employers under Labor Code § 2699.

Thank you for your attention to this matter. Please contact me if you have any questions.

Sincerely,

Sereena J. Singh

cc: *Via Certified Mail*

William R Rebold, Agent for Service of Process
Pine Valley Bible Conference Association, Inc.
8668 Pine Creek Road
Pine Valley, CA 91962

Stephen P Sommers, Agent for Service of Process
Pine Valley Camp Christmas
301 North Lake Avenue, Suite 700
Pasadena, CA 91101

EXHIBIT 3



3600 WILSHIRE BLVD., SUITE 1908
LOS ANGELES, CA 90010

November 14, 2023

VIA ONLINE FILING

Labor & Workforce Development Agency
Attn. PAGA Administrator
Department of Industrial Relations

SENT VIA CERTIFIED MAIL

William R Rebold, Agent for Service of Process
Pine Valley Bible Conference Association, Inc.
8668 Pine Creek Rd
Pine Valley, CA 91962

SENT VIA CERTIFIED MAIL

Stephen P Sommers, Agent for Service of Process
Pine Valley Camp Christmas
301 North Lake Avenue, Suite 700
Pasadena, CA 91101

Re: Matt Johnson re Pine Valley Bible Conference Association, Inc. and Pine Valley Camp Christmas

My office has been retained to represent Matt Johnson (Employee”) in connection with his claims under the California Labor Code. The Employers Pine Valley Bible Conference Association, Inc. and Pine Valley Camp Christmas (“Employers”) may be contacted directly (to whom a copy of this communication is being sent via certified mail):

Pine Valley Bible Conference Association, Inc.

c/o William R Rebold, Agent for Service of Process
8668 Pine Creek Rd
Pine Valley, CA 91962

Pine Valley Camp Christmas

c/o Stephen P Sommers
Agent for Service of Process
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By this notice, Mr. Johnson intends to seek remedies for violations of the Cal. Labor Code which are recoverable under Cal. Labor Code § 2699 *et seq.*, on his own behalf and on

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As used in this notice, “aggrieved employees” means all part time non-exempt hourly employees employed by Pine Valley Bible Conference Association, Inc. and/or Pine Valley Camp Christmas (“Employers”) in the State of California during the relevant time period.

The California Supreme Court in *Martinez v. Combs* (2010) 49 Cal.4th 35, 76 specifically recognized there are instances “in which multiple entities control different aspects of the employment relationship. “[A] person, by exercising significant control over the employees of another, may come to share the employer’s legal obligations.” *Martinez, supra*, 49 Cal.4th at 50. “[T]he primary consideration is whether the special employer has the right to control and direct the activities of the alleged employee or the manner and method in which the work is performed.” *Kowalski v. Shell Oil Co.* (1979) 23 Cal.3d 168, 175; *see also, Vernon v. State of California* (2004) 116 Cal.App.4th 114, 126; *Bradley v. Dept. of Corrections and Rehabilitation* (2008) 158 Cal.App.4th 1612, 1625-1626.

Here, both PVBC and PVCC are or were Mr. Johnson’s employers. They exercise control over his wages, hours, and working conditions. Both PVBC and PVCC suffered or permitted him to work. Both PVBC and PVCC engaged him sufficiently to meet the common law definition of employer as incorporated into the IWC Wage Orders. Moreover, both PVBC and PVCC concurrently and alternatively exercised significant control over Mr. Johnson and directed his activities for their financial benefit. Based on the control PVBC and PVCC exercised over Ms. Johnson’s employment, both are joint employers subject to PAGA liability as further explained below:

During the relevant time period, the Employers violated California Labor Code provisions when it utilized consistent unlawful policies and procedures regarding the Employee and all other similarly situated aggrieved employees.

Pursuant to Cal. Labor Code § 2699.3, the facts and theories to support the violations are as follows:

First, the Employers failed to indemnify Employee and similarly situated aggrieved employees pursuant to Cal. Lab. Code § 2802 for personal cell phone use and other expenses incurred as a result of Employers’ requirement that employees be in constant communication and work off the clock. As such, the Employers was responsible for indemnifying Employee for all necessary expenditures or losses incurred by the Employee in direct consequence of the discharge of their duties pursuant to Cal. Lab. Code § 2802. Subdivision (c) of section 2802 defines “necessary expenditures or losses” as including “all reasonable costs...” At all relevant times, the Employers had a legal duty to pay each affected employee for the necessary expenses incurred as a result of Employers’ mandated use of personal cell phones but failed to do so.

Such a pattern, practice and uniform administration of policy as described herein is unlawful and creates an entitlement to recovery by the Employee and similar situated aggrieved

employees for the unpaid balance of the unpaid compensation pursuant to Cal. Lab. Code § 2802.

Second, the Employers constantly required Employee to perform work off the clock and thus failed to pay Employee and similarly situated aggrieved employees overtime compensation as required by Cal. Lab. Code §§ 510 and 1198, *et seq.* and the applicable Industrial Wage Order. Cal. Lab. Code §§ 510 and 1198, *et seq.* provide that (a) Employees were entitled to compensation at the rate of one and one-half times their regular rate of pay for all hours worked in excess of eight hours, up to twelve hours, in a workday, or in excess of forty hours in a work week, and (b) employee were entitled to compensation at the rate of twice their regular rate of pay for all hours worked in excess of twelve hours in a workday, and in excess of eight hours on the seventh consecutive day of work in a workweek. Cal. Lab. Code § 1198 provides a private right of action for failure to pay legal compensation for all overtime hours worked. Aggrieved employees are legally entitled to compensation for overtime work performed.

Third, the Employers failed to timely provide all legally compliant meal periods to the Employee and all other similarly situated aggrieved employees did not always get meal periods within the first five hours of their shift. Specifically, the Employers regularly failed to provide Employee with sufficient coverage and/or structure in the workplace so that Employee would be able to step away from his very busy work to take his meal periods. Employers informed Employee that a 30-minute meal period would nonetheless be included on his daily timesheets and that 30 minutes would be deducted from his pay daily. Employee was required to be on call during his meal periods, which were frequently interrupted by his Employers. As such, the Employee and all other similarly situated aggrieved employees worked over five hours without legally compliant meal periods. The Employers violated Labor Code §§ 116.7, 512, 516, and the applicable Industrial Wage Order, and owes penalties under Labor Code § 2699(f).

Fourth, the Employers failed to authorize and permit the Employee and all other similarly situated aggrieved employees with paid rest breaks, as the Employee and all other similarly situated aggrieved employees regularly worked over five hours but were not authorized and permitted to take all 10-minute uninterrupted rest periods for every four hours of work or major fraction thereof. Employee and all other similarly situated aggrieved employees sometimes worked over ten hours but were not authorized and permitted to take all 10-minute uninterrupted rest periods for every four hours of work or major fraction thereof. More specifically, Employers regularly failed to provide Employee with sufficient coverage and/or structure in the workplace so that Employee would be able to step away from his very busy work to take his rest periods. Employee was required to be on call during his rest periods, which were frequently interrupted by her Employers. As such, the Employee and all other similarly situated aggrieved employees were not authorized and permitted legally compliant rest breaks. The Employers did not pay a rest period penalty for any of these violations. The Employers violated Labor Code § 226.7 and the applicable Industrial Wage Order, and owes rest period wages and penalties under Labor Code § 2699(f).

These policies are used in such a manner that they result in the failure to compensate for all time actually worked by the Employee and all other similarly situated aggrieved employees at the legally-mandated minimum wage. As such, the Employers violated Labor Code §§ 510,

1194, 1197, 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code § 2699(f).

Labor Code § 200 *et seq.* provides that employees are entitled to wages and compensation for work performed and provides a private right of action for failure to pay wages and compensation for said work performed. The Employers failed to pay Employee minimum wages for all hours worked. Cal. Lab. Code § 1194 entitles employees to recover unpaid minimum wages.

As a derivative result of the above claim(s), the Employers also violated Labor Code § 226 and §§ 201-203.

The Employers violated *Labor Code* § 226(a) by failing to furnish Employee and similarly situated aggrieved employees with pay stubs that contain all nine pieces of information required by the statute by neglecting to accurately state the number of hours worked by Employee along with the applicable rates of pay. The Employers provided aggrieved employees with deficient paystubs as well.

Regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employers was required to include on a paystub such information as all hours worked, the hourly rate of pay, and the rate of pay for overtime and double time work. Here, because the Employers failed to pay all wages and accurately report hours worked, including for missed meal and rest breaks, as set forth above, the Employers issued improper paystubs to the Employee and all other similarly situated aggrieved employees, and the Employers has derivatively violated Labor Code § 226, and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employers within 33 days that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employers under Labor Code § 2699.

Thank you for your attention to this matter. Please contact me if you have any questions.

Sincerely,

Sereena J. Singh

cc: *Via Certified Mail*

Labor & Workforce Development Agency

November 14, 2023

Page 5 of 5

William R Rebold, Agent for Service of Process

Pine Valley Bible Conference Association, Inc.

8668 Pine Creek Road

Pine Valley, CA 91962

Stephen P Sommers, Agent for Service of Process

Pine Valley Camp Christmas

301 North Lake Avenue, Suite 700

Pasadena, CA 91101

EXHIBIT 4

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, November 14, 2023 12:07 PM
To: dat@employmentattorneyla.com
Subject: Thank you for submission of your PAGA Case.

11/14/2023

LWDA Case No. LWDA-CM-994175-23
Law Firm : Hennig Kramer Ruiz & Singh, LLP Plaintiff Name : Karen Johnson, Matt Johnson
Employer: Pine Valley Bible Conference Association, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 5

Jennifer Kramer (SBN 203385)
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LAW OFFICES OF CHRISTINA M. COLEMAN, APC
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Phone: (323) 592-3605
Fax: (323) 843-1715

Attorney for Plaintiffs,
KAREN JOHNSON and MATTHEW JOHNSON

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

KAREN JOHNSON and MATTHEW
JOHNSON, as individuals and on behalf of
others similarly situated,

Plaintiff,

v.

PINE VALLEY BIBLE CONFERENCE
ASSOCIATION, INC., a California religious
non-profit corporation; PINE VALLEY CAMP
CHRISTMAS, a California religious non-profit
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2024-00002479-CU-OE-CTL

Assigned to Hon. Judy S. Bae, Dept. C-62

NOTICE OF RULING ON PLAINTIFFS':

- 1. MOTION TO COMPEL FURTHER
RESPONSES BY DEFENDANT PINE
VALLEY CAMP CHRISTMAS TO
PLAINTIFF MATTHEW JOHNSON'S
SPECIAL INTERROGATORIES, AND
REQUEST FOR MONETARY SANCTIONS
AGAINST DEFENDANT PINE VALLEY
CAMP CHRISTMAS AND ITS COUNSEL
OF RECORD; AND**
- 2. MOTION TO COMPEL FURTHER
RESPONSES BY DEFENDANT PINE
VALLEY CAMP CHRISTMAS TO
PLAINTIFFS' REQUEST FOR
PRODUCTION OF DOCUMENTS AND
ACTUAL PRODUCTION OF
DOCUMENTS, AND REQUEST FOR
MONETARY SANCTIONS AGAINST
DEFENDANT PINE VALLEY CAMP
CHRISTMAS AND ITS COUNSEL OF
RECORD**

Action filed: October 23, 2023
Trial date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that the following motions by Plaintiffs Karen and Matthew
3 Johnson ("Plaintiffs") came on regularly for hearing on January 24, 2025, in Department C-62 of the
4 above-entitled Court, the Honorable Judy S. Bae presiding:

5 1. Motion To Compel Further Responses By Defendant Pine Valley Camp Christmas To
6 Plaintiff Matthew Johnson's Special Interrogatories, And Request For Monetary Sanctions Against
7 Defendant Pine Valley Camp Christmas And Its Counsel Of Record; And

8 2. Motion To Compel Further Responses By Defendant Pine Valley Camp Christmas To
9 Plaintiffs' Request For Production Of Documents And Actual Production Of Documents, And Request
10 For Monetary Sanctions Against Defendant Pine Valley Camp Christmas And Its Counsel Of Record

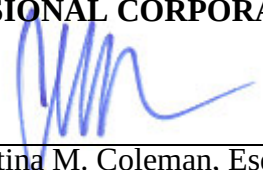
11 Plaintiffs appeared by and through their counsel of record, the Law Offices of Christina M.
12 Coleman, APC by Christina M. Coleman, and Hennig Kramer LLP by Jennifer Kramer. Defendants
13 appeared by and through their counsel of record, Hunt Ortmann Palffy Nieves Darling & Mah, Inc. by
14 Melissa A. Meister.

15 After inviting and entertaining oral argument after publication of its tentative ruling, the Court
16 adopted the tentative ruling in its entirety as its final ruling. A true and correct copy of the Tentative
17 Ruling which will become the order of the Court is attached hereto as Exhibit A.

18
19 DATED: January 24, 2025

HENNING KRAMER LLP

**LAW OFFICES OF CHRISTINA M. COLEMAN
A PROFESSIONAL CORPORATION**

20
21
22 By: 

23 Christina M. Coleman, Esq.
24 Jennifer Kramer, Esq.
25 Dat Tommy Phan, Esq.
26 Attorney for Plaintiffs
27 KAREN AND MATTHEW JOHNSON
28

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE
TENTATIVE RULINGS - January 23, 2025

HEARING DATE: 01/24/2025 HEARING TIME: 9:10 AM DEPT.: C-62

JUDICIAL OFFICER: Judy S. Bae

CASE NO.:37-2024-00002479-CU-OE-CTL

CASE TITLE: Johnson vs Pine Valley Bible Conference Association Inc [E-FILE]

CASE TYPE: (U)Other Employment

HEARING TYPE: Discovery Hearing

Plaintiffs Karen Johnson and Matthew Johnson's Motion to Compel Defendant Pine Valley Camp Christmas ("PVCC")'s Further Responses to Special Interrogatories (Set One) is **GRANTED**.

Plaintiffs' Motion to Compel PVCC's Further Responses to Requests for Production of Documents (Set One) is **GRANTED**.

Plaintiffs' request for monetary sanctions is **GRANTED IN PART**. PVCC is ordered to pay monetary sanctions in the amount of \$9,074.90 to Plaintiffs.

Preliminary Matters

PVCC's unopposed request for judicial notice (ROA 40) is **GRANTED**. Notice will be taken to the extent permitted. (Evid. Code, § 452(c), (h).)

The general rule of motion practice is that new evidence is not considered on reply unless the evidence fills gaps created by the opposition. (*Jay v. Mahaffey* (2013) 218 Cal.App.4th 1522, 1538.) As this was the case here, the Court has considered the "supplemental" declarations of Christina M. Coleman and exhibits. (See ROA 46-47, at Coleman Supplemental Declarations.)

Discussion

Motion to Compel Further Responses to Special Interrogatories (Set One)

A party may move to compel further responses to interrogatories where the responding party's answers are "evasive or incomplete" and/or where the responding party's objections are "without merit or too general." (Code Civ. Proc., § 2030.300(a)(1)&(a)(3).) "Each answer in a response to interrogatories shall be as complete and straightforward as the information reasonably available to the responding party permits." (*Id.* at § 2030.220(a).) "If an interrogatory cannot be answered completely, it shall be answered to the extent possible." (*Id.* at § 2030.220(b).)

Class Member Contact Information (Special Interrogatory No. 1)

This interrogatory asks PVCC to identify each putative class member and specifically asks for the name, job title, and last known contact information for each putative class member.

In its amended response to Special Interrogatory No. 1, PVCC raised various objections then responded: “Pine Valley Bible Conference Association, Inc. (PVBCA) and Pine Valley, Camp Christmas (PVCC) are separate legal entities. PVBCA and PVCC are both IRC § 501(c)(3) organizations. **PVCC is a 20-night event held over November and December annually. PVCC contracts with and uses PVBCA’s facilities to accomplish its mission. Plaintiff never worked for PVCC, although through PVBCA and under PVBCA’s supervision and payroll, like other employees at PVBCA, worked at the PVCC Christmas festivities. Thus, PVCC has not employed any putative class member.** Discovery and investigation are continuing, and Responding Party reserves the right to supplement or amend this response.” (ROA 15, at Coleman Decl., Ex. 3, p. 3:19-26, emphasis added.)

PVCC acknowledges it has employed seasonal employees. Nevertheless, PVCC contends that further responses are not warranted because PVCC did not employ Plaintiffs and did not issue checks to them. As a result, PVCC contends there are no putative class members to identify. Plaintiffs argue they are pursuing a joint employment theory of liability or alter ego theory against PVCC, and PVCC cannot simultaneously disclaim liability based on these theories but refuse to produce documents establishing its defenses.

PVCC’s contention it is not Plaintiffs’ employer, by itself, does not excuse PVCC’s obligations under the Discovery Act. The standard for joint employment consists of three alternatives: 1) to exercise control over wages, hours, or working conditions, directly or indirectly, or through an agent or any other person; (2) to “suffer or permit to work”; or (3) to engage. (*Medina v. Equilon Enterprises, LLC* (2021) 68 Cal.App.5th 868, 874, citing *Martinez v. Combs* (2010) 49 Cal.4th 35, 64.) This interrogatory is reasonably calculated to lead to the discovery of admissible evidence on whether PVCC and PVBCA are joint employers of Plaintiffs and the putative class, which may include PVCC’s seasonal employees. The fact PVCC challenges Plaintiffs’ standing to bring these claims and/or status as employees does not mean PVCC cannot provide information on its seasonal employees and other employees, as this information may show whether PVCC subjected Plaintiffs to similar wage and hour violations. (See *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, 1121 “[A] worker becomes an ‘aggrieved employee’ with standing to litigate claims on behalf of fellow employees upon sustaining a Labor Code violation committed by his or her employer”].)

PVCC does not provide any evidence or argument to support its objections based on trade secret or confidentiality. PVCC’s privacy contentions also lack merit. “Central to the discovery process is the identification of potential witnesses. ‘The disclosure of the names and addresses of potential witnesses is a routine and essential part of pretrial discovery.’” (*Puerto v. Superior Court* (2008) 158 Cal.App.4th 1242, 1249-1250 (*Puerto*), citations omitted.) Additionally, contact information for putative class members and aggrieved employees is “within the proper scope of discovery, an essential first step to prosecution of any representative action.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 544.) Nor can PVCC rely on its pending summary judgment/adjudication motion as grounds to defer or delay basic discovery that Plaintiffs are entitled to pursue. (*Williams, supra*, 3 Cal.5th at pp. 558-559 [the proper way to challenge standing is bring a dispositive motion, “**not to resist discovery until a plaintiff proves he or she has standing**”].)

Current and former employees “unquestionably have a legitimate expectation of privacy in their addresses and telephone numbers.” (*Puerto, supra*, 158 Cal.App.4th at p. 1252.) However, contact information, “while personal, is not particularly sensitive, as it is merely contact information, not medical or financial details, political affiliations, sexual relationships, or personnel information.” (*Id.* at

pp. 1253-1254, citations omitted.) “[I]n deciding whether to permit discovery that touches upon privacy, ‘California courts balance the public need against the weight of the right.’ Drawing this ultimate balance requires a careful evaluation of the privacy right asserted, the magnitude of the imposition on that right, and the interests militating for and against any intrusion on privacy.” (*Puerto, supra*, 158 Cal.App.4th at p. 1250, citations omitted.) “[W]hen the court concludes that there is no serious invasion of privacy no balance of opposing interests is required.” (*Id.* at p. 1256.)

Balancing the privacy interests of witnesses with the interest in facilitating the ascertainment of truth in connection with legal proceedings and in obtaining just results in litigation, particularly in the class action context, the Court finds the contact information for PVCC’s current and former employees is properly discoverable as part of the class certification process. (*Puerto, supra*, 158 Cal.App.4th at p. 1256.) Additionally, any concerns regarding employee privacy can be addressed through the stipulated protective order previously entered by the parties (ROA 20), as well as a *Belaire-West* notice to putative class members.

Finally, each answer in the response must be “as complete and straightforward as the information reasonably available to the responding party permits. If an interrogatory cannot be answered completely, it shall be answered to the extent possible.” (Code Civ. Proc., § 2030.220(a)-(b).) There is no indication whether PVCC has made a reasonable and good faith effort to obtain the information by inquiry to other natural persons or organizations. (See *id.* at § 2030.220(c).)

Accordingly, Plaintiffs’ motion to compel further responses to Special Interrogatory No. 1 is granted. PVCC is ordered to provide the requested contact information subject to a *Belaire-West* notice to be issued following meet and confer by the parties.

Special Interrogatory Nos. 2 through 15

Special Interrogatory Nos. 2, 3, and 4 ask PVCC to identify the number, dates of employment, job titles, of putative class members that worked for PVCC during the class period.

Special Interrogatory Nos. 5, 6, 7, and 8 ask PVCC for the work schedules, meal and rest period schedules, and work time recordation methods for putative class members in effect during the class period.

Special Interrogatory Nos. 9, 10, and 11 ask PVCC to identify the locations in which PVCC provided toilets, sinks, and break spaces for putative class members during the class period.

Special Interrogatory Nos. 12, 13, 14, 15 ask PVCC to identify the documents setting forth its meal and rest break policies, timekeeping policies, and compensation policies for putative class members in effect during the class period.

These interrogatories are straightforward and fall within the scope of discovery. PVCC’s amended responses to these Special Interrogatories merely incorporated its objections and amended response set forth in Special Interrogatory No. 1. (ROA 15, at Coleman Decl., Ex. 3, pp. 3-7.) For similar reasons set forth in the Court’s ruling to compel PVCC’s further responses to Special Interrogatory No. 1, PVCC’s amended responses to Special Interrogatory Nos. 2 through 15 are deficient. Plaintiffs are entitled to conduct discovery on the class claims notwithstanding PVCC’s contentions on Plaintiff’s employment status. As a result, Plaintiffs’ motion to compel further responses to Special Interrogatory Nos. 2 through 15 is granted.

Motion to Compel Further Responses to Requests for Production of Documents (Set One)

A party may move for an order to compel further responses to inspection demands if any of the following apply: 1) a statement of compliance with the demand is incomplete; 2) a representation of inability to comply is inadequate, incomplete, or evasive; or 3) an objection in the response is without merit or too general. (Code Civ. Proc., § 2031.310(a).) A motion to compel further responses must “set forth specific facts showing good cause justifying the discovery sought by the demand.” (Code Civ. Proc. § 2031.310(b)(1).)

Plaintiffs’ Personnel File (Request No. 1)

This request seeks all documents in Plaintiffs’ personnel files. In its amended response to Request No. 1, PVCC raised various objections then responded: “Pine Valley Bible Conference Association, Inc. (PVBCA) and Pine Valley, Camp Christmas (PVCC) are separate legal entities. PVBCA and PVCC are both IRC § 501(c)(3) organizations. ***PVCC is a 20-night event held over November and December annually. PVCC contracts with and uses PVBCA’s facilities to accomplish its mission. Plaintiff never worked for PVCC, although through PVBCA and under PVBCA’s supervision and payroll, like other employees at PVBCA, worked at the PVCC Christmas festivities. Thus, such documents do not exist.*** Discovery and investigation are continuing, and Responding Party reserves the right to supplement or amend this response.” (ROA 17, at Coleman Decl., Ex. 3, p. 3:10-18.)

For the reasons set forth in the Court’s ruling on Plaintiffs’ motion to compel PVCC’s further responses to Special Interrogatories (Set One), PVCC’s objections to Request No. 1 lack merit. (*Medina, supra*, 68 Cal.App.5th at p. 874, citing *Martinez, supra*, 49 Cal.4th at p. 64; *Adolph, supra*, 14 Cal.5th at p. 1121.) The fact PVCC’s challenges its status as Plaintiff’s employer does not preclude Plaintiffs from obtaining discovery.

“If only part of an item....is objectionable, the response shall contain a statement of compliance, or a representation of inability to comply with respect to the remainder of that item or category.” (See Code Civ. Proc., § 2031.240(a).) Moreover, “[a] representation of inability to comply with the particular demand for inspection, copying, testing, or sampling ***shall affirm that a diligent search and a reasonable inquiry has been made in an effort to comply with that demand. This statement shall also specify whether the inability to comply is because the particular item or category has never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in the possession, custody, or control of the responding party. The statement shall set forth the name and address of any natural person or organization known or believed by that party to have possession, custody, or control of that item or category of item.***” (Code Civ. Proc., § 2031.230, emphasis added.)

Here, PVCC states no documents exist but has not affirmed that it has performed a diligent search and a reasonable inquiry. Additionally, PVCC has not asserted the categories of documents for which PVCC has and continues to raise objections. Nor can it be determined if PVCC has withheld documents on the grounds of privilege.

Accordingly, Plaintiffs’ motion to compel PVCC’s further responses to Request No. 1 is granted. PVCC is ordered to serve further responses and produce documents. The further responses must identify the documents that are responsive to this request and specify whether

responsive documents have been withheld. If PVCC has withheld documents on the basis of privilege, a privilege log must be produced. Moreover, to the extent PVCC contends responsive documents are in the possession, custody, or control of another natural person or organization, PVCC must provide the requisite information under C.C.P. § 2031.230.

Request Nos. 2 through 41

Request Nos. 2, 3, 4, 5, 6, 7, 8, and 9 seek documents regarding Plaintiffs' signed agreements, compensation, wage statements, days and hours worked, meal and rest breaks taken, job duties and responsibilities, and breakdown of compensation for each position held by each Plaintiff during the class period.

Request Nos. 10, 11, 12, 13, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 38, and 39 seek the following documents and/or communications regarding putative class members: days and hours worked; meal and rest breaks taken; job duties; compensation paid; wage statements; work schedules; communications with class members regarding nonpayment of wages; and communications with class members regarding restroom facilities; and release agreements between PVCC and putative class members.

Request Nos. 14, 17, 18, 19, 40, 41 seek PVCC's employment policies, meal and rest period policies, compensation policies or practices (including clock in/clock out policies), and documents regarding who is responsible for enforcing PVCC's operations or operational policies for putative class members during the class period.

These requests are straightforward and fall within the scope of discovery. As to these requests, PVCC inexplicably incorporated its objections and amended response to ***Special Interrogatory No. 1***. (See ROA 17, at Coleman Decl., Ex. 3, pp. 3-14 [as to Request Nos. 2 through 41, stating "Please see Objections and Amended Response to Interrogatory Number 1 indicating such documents do not exist"].) Thus, PVCC's responses to these requests are deficient for the reasons set forth in the Court's ruling on Plaintiffs' motion to compel PVCC's further responses to Special Interrogatories (Set One). To the extent PVCC intended to incorporate its response to Request for Production of Documents No. 1, PVCC's responses are deficient for the reasons its response to Request No. 1 is deficient and noncompliant. PVCC's objections to Request Nos. 2 through 41 lack merit, and further responses and documents are warranted. Plaintiffs are entitled to conduct discovery on the class claims notwithstanding PVCC's contentions regarding Plaintiff's employment status, and PVCC's responses are not Code compliant. Accordingly, Plaintiffs' motion to compel further responses to Request Nos. 2 through 41 is granted.

Documents Identified in Special Interrogatory Responses (Request No. 42)

Finally, this request seeks all documents identified in PVCC's responses to Special Interrogatories (Set One). PVCC responded that "[n]o such documents were identified, thus, such documents do not exist." Based on the Court's ruling granting Plaintiffs' motion to compel PVCC's further responses to Special Interrogatories (Set One), further responses to this request are also warranted.

Sanctions

When the Discovery Act authorizes a monetary sanction – such as C.C.P. §§ 2030.300(d) and 2031.300(c) – the trial court must impose such a sanction unless the offending party acted with substantial justification, or the imposition of the sanction would be unjust. (Code Civ. Proc., §

2023.030, subd. (a).) Based on PVCC's initial and amended responses to discovery, refusal to provide substantive responses and documents, and unsuccessful efforts to obtain a stay or a protective order based on a dispositive motion it did not file until well after PVCC filed its motion for stay or for a protective order, the Court finds that PVCC did not act with substantial justification and that imposing sanctions would not be unjust. The Court also finds PVCC's failure to respond or to submit to authorized methods of discovery, unmeritorious objections and evasive responses, and unsuccessful oppositions without substantial justification constitute misuses of the discovery process. (Code Civ. Proc., § 2023.010(d),(e),(f),(h).) Accordingly, monetary sanctions are warranted.

Plaintiffs request \$10,387.40 in monetary sanctions for attorneys' fees and costs incurred in bringing both motions to compel as follows:

- Special Interrogatories (Set One): \$3,974.95 [\$3,900.00 in attorneys' fees (4.0 hours x \$975.00 hourly rate) + \$74.95 in costs].
- Requests for Production of Documents (Set One): \$6,412.45 [\$6,337.50 in attorneys' fees (6.5 hours x \$975.00 hourly rate) + \$74.95 in costs].

The Court has considered the evidence submitted in support of the hours spent by Plaintiffs' counsel on the two motions. The Court has also considered the evidence submitted in support of the hourly rate for Plaintiffs' counsel (Attorney Christina M. Coleman), as well as the Court's own familiarity with the legal market in the San Diego community. The Court finds the hours spent by Plaintiffs' counsel for preparing the instant motions is reasonable. However, the Court sets Attorney Coleman's reasonable hourly rate at \$850.00.

Based on the foregoing, the Court awards \$9,074.90 in monetary sanctions as follows:

- Special Interrogatories (Set One): \$3,474.95 [\$3,400.00 in attorneys' fees (4.0 hours x \$850.00 hourly rate) + \$74.95 in costs].
- Requests for Production of Documents (Set One): \$5,599.95 [\$5,525.00 in attorneys' fees (6.5 hours x \$850.00 hourly rate) + \$74.95 in costs].

Conclusion

Plaintiffs' Motion to Compel PVCC's Further Responses to Special Interrogatories (Set One) is **GRANTED**.

Plaintiffs' Motion to Compel PVCC's Further Responses to Requests for Production of Documents (Set One) is **GRANTED**.

PVCC is ordered to serve verified, code-complaint responses and produce documents ***no later than February 28, 2025***. PVCC may assert objections to the attorney-client privilege and work-product doctrine. However, PVCC's responses must be code-compliant and include any applicable privilege logs with sufficient factual information for Plaintiffs to assess the privileges.

The parties are ordered to meet and confer on a proposed *Belaire-West* notice within 10 days of this ruling. The parties can seek assistance from the Court through an Informal Discovery Conference, which is scheduled for hearing during *ex parte* hours.

PVCC is also ordered to pay monetary sanctions in the amount of \$9,074.90 to Plaintiffs ***no later than February 28, 2025***.

The Minute Order is the order of the Court. Plaintiffs are ordered to serve written notice of ruling on all parties within two court days of this ruling.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 113 N. San Vicente Blvd., Suite 341, Beverly Hills, CA 90211, and my electronic service address is: christina@christinacolemanlaw.com.

On January 24, 2025, I served the foregoing document described as NOTICE OF RULING ON PLAINTIFFS': 1. MOTION TO COMPEL FURTHER RESPONSES BY DEFENDANT PINE VALLEY CAMP CHRISTMAS TO PLAINTIFF MATTHEW JOHNSON'S SPECIAL INTERROGATORIES, AND REQUEST FOR MONETARY SANCTIONS AGAINST DEFENDANT PINE VALLEY CAMP CHRISTMAS AND ITS COUNSEL OF RECORD; AND 2. MOTION TO COMPEL FURTHER RESPONSES BY DEFENDANT PINE VALLEY CAMP CHRISTMAS TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS AND ACTUAL PRODUCTION OF DOCUMENTS, AND REQUEST FOR MONETARY SANCTIONS AGAINST DEFENDANT PINE VALLEY CAMP CHRISTMAS AND ITS COUNSEL OF RECORD on the interested parties in this action as follows:

JoLynn M. Scharrer, Esq.

Hunt Ortmann Palffy Nieves Darling & Mah, Inc.

Email: scharrer@huntortmann.com

*Attorneys for Defendants Pine Valley
Bible Conference Association, Inc. and
Pine Valley Camp Christmas*

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BY ELECTRONIC MAIL: Pursuant to Code of Civil Procedure §§ 1010.6(a)(2), 1010.6(e), and 1013(g), and/or California Rules of Court 2.251(b)(1)-(2), I transmitted a copy of the aforementioned document to each addressee above to the email address(es) indicated.

Executed on January 24, 2025, at Los Angeles, California.



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

Christina M. Coleman

EXHIBIT 6



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

January 12, 2026

CASE ASSUMPTIONS

Class Members	109
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	107
Subtotal Admin Only	\$5,010.12

Flat Fee Total \$5,000.00

For 100 Class Members

Pricing Good for Scope of Estimate Only

Uncashed Checks to Cy-Pres Included

Case: Johnson v. Pine Valley, Opt-Out & PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Jennifer Kramer

Firm: Kramer Brown Hui, LLP

Contact Number: (213) 310-8301

Email: jennifer@kbhllp.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **109** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.00	15		\$30.52
NCOA (USPS)	\$16.00	1		\$16.00
Total				\$546.52

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Website

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Data Merge & Duplication Scrub	\$0.10	109		\$10.90
Notice Packet & Opt-Out Form	\$1.35	109		\$147.15
Estimated Postage (up to 2 oz.)*	\$0.70	109		\$76.30
Static Website	\$200.00	1		\$200.00
Total				\$634.35

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	1		\$55.00
Skip Tracing Undeliverables	\$1.00	16		\$16.35
Remail Notice Packets	\$1.00	13		\$13.35
Estimated Postage	\$0.70	13		\$9.35
Programming Undeliverables	\$50.00	2		\$100.00
Total				\$194.05

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	3		\$165.00
Deficiency & Dispute Letters	\$10.00	0		\$0.00
Case Manager	\$85.00	2		\$170.00
Total				\$685.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	1		\$135.00
Mail Class Checks *	\$0.90	107		\$96.30
Estimated Postage	\$0.70	107		\$74.90
Total				\$806.20

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$60.00	1		\$60.00
Remail Checks (Postage Included)	\$2.00	17		\$34.00
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	3		\$255.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	2		\$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting)	\$1,000.00	1		\$1,000.00
Check to Cy-Pres	\$150.00	1		Included
Total				\$2,144.00
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.				
Estimate Total:				\$5,010.12



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.