

**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.

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

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA