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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

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| GRIMBER BRAN<br><br>Plaintiff,<br><br>vs.<br><br>TIFERET COMPANY, INC.; STEVEN LEANSE; ROBIN LEANSE; and DOES 1 to 25, inclusive,<br><br>Defendants. | Case No.: 24STCV17798<br><br>**DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT**<br><br>Action Filed: 7/17/24<br><br>Date: 12/24/25<br>Time: 8:30am<br>Dept: 14, Hon. Cherol J. Nellon<br><br>Res. ID. 479744916962<br><br><u>Submitted Herewith Under Separate Cover:</u><br>1. Plaintiff's Notice of Unopposed Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities in Support Thereof;<br>2. [Proposed] Order |

**DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT AND RELEASE**

I, HAROUT MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for Plaintiff Grimber Bran ("Plaintiff") in his lawsuit against Defendants TIFERET COMPANY, INC.; STEVEN LEANSE; ROBIN LEANSE (hereinafter collectively "TIFERET" or "Defendants").

2. I am experienced in handling employment law matters and specifically wage and hour representative and individual actions. My qualifications are as follows: I received my JD from Loyola Law School in 2010. I started my own law firm in 2011 – the Law Offices of Harout Messrelian. Since 2016, I have been the founder and principal attorney at Messrelian Law, Inc. Since 2011, I have filed and handled over 350 civil actions and/or claims involving representative actions under the Private Attorneys General Act ("PAGA") and/or wage and hour claims on behalf of my clients and have been appointed Class Counsel in three class action cases –*Zohrab Mekhitarian v. Triple Play Motors dba Bob Smith Toyota*, Los Angeles Superior Court Case No. 19STCV22411 ( ADR Services, Inc., Case Number 20-2668-RWT), *Carina Camberos, on behalf of herself and others similarly situated, v. Great American Chicken Corp, Inc.*, Los Angeles Superior Court Case No. 21STCV32015, and *Robert Garcia, on behalf of himself and others similarly situated v. HD Supply Management Inc.*, San Bernardino Superior Court Case No. CIVSB2028067. I have a practice that encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the Riverside County Superior Courts, the San Bernardino County Superior Courts, the Alameda County Superior Courts, Santa Clara County Superior Courts, San Mateo County Superior Courts, and the Monterey County Superior Courts.

3. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

### ***Factual and Procedural Background***

4. Defendant Tiferet Company, Inc. is a private corporation that does work in the construction industry. Plaintiff Grimber Bran started working at TIFERET on or around August 2022. Plaintiff was classified as an hourly, non-exempt employee. Plaintiff's employment ended in or around February 2, 2024.

5. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. ("PAGA"). On April 12, 2024, Plaintiff on behalf of himself and Defendants' California non-exempt employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendants of their claims against Defendants. In his notice to the LWDA, Plaintiff asserted on behalf of himself and the Aggrieved Employees that Defendants (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4) failed to provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code Section 204); (6) failed to provide accurate itemized wage statements (Labor Code Section 226); (7) failed to keep accurate and complete payroll records (Labor Code Section 1174/1174.5);(8) failed to pay wages at the end of employment (Labor Code section 203); (9) failed to reimburse business expenses (Labor Code section 2802); and (10) failed to provide accurate sick pay and suitable seating. Plaintiff filed his initial lawsuit on July 17, 2024, in the Superior Court for the State of California, County of Los Angeles, Case No. 24STCV17798, with one cause of action for PAGA penalties based on the theories as outlined in the PAGA letter and ten other individual wage and hour causes of action.

6. Through informal discovery, Defendants produced records and represented that it employed approximately 157 employees falling within Plaintiff's Aggrieved Employees definition for the period from April 12, 2023 (one year before Plaintiff's PAGA notice filing date) through March 11, 2025 (date of mediation), and that there are paychecks issued for a total

of approximately 5,747 pay periods worked for that same time period.

7. The Settlement Agreement covers PAGA Members, which are Aggrieved Employees employed on or after April 12, 2023 through March 11, 2025 (date of mediation).

8. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties to fully, finally, and forever compromise, and discharge all claims known or unknown related to those alleged in Plaintiff's lawsuit.

9. The parties attended a full-day mediation with experienced mediator Katherine J. Edwards on March 11, 2025, and settled the matter at mediation. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendants' policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendants produced Plaintiff's personnel file, payroll data for Plaintiff, and time records and payroll records for 27 aggrieved employees falling within Plaintiff's Aggrieved Employees definition and during the applicable PAGA period. Through extensive arm's length negotiations with the assistance of a private mediator and only after informal discovery and investigation were performed, the Parties agreed to settlement terms. Attached as **Exhibit 1** is a true and accurate copy of the "Private Attorneys General Act Settlement Agreement and Release" (hereinafter "Settlement Agreement") along with the notice that will be sent, with payment, to the PAGA Members covered by the Settlement Agreement. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during a private mediation, and only after sufficient discovery was completed, including data being sent to Plaintiff's data expert for analysis/review.

10. The Parties conducted investigation of the facts and law both before and after the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Motion are fair, reasonable and adequate and are

in the best interests of Plaintiff, the PAGA Members, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, especially in this post-pandemic era when most California businesses are still struggling to remain afloat due to economic conditions, much less prosper and make a large profit.

11. The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits, especially in light of the post- pandemic era and the business climate.

12. Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members were not provided meal breaks under the law, that Defendants may have been rounding work hours resulting in "off the clock" work, and that Defendants did not reimburse employees for business expenses.

13. Plaintiff contends that the civil penalty statutes applicable to the Action arise from violations of the California Labor Code, including, but not limited to, Labor Code §§ 226.7, 512, 558, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a sum of money for each pay period in which he or she was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory.

14. As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis revealed a shift violation rate of <u>21.6%</u> for short, late, or no meal breaks for shifts that were 5 hours or greater. The data revealed that 96.3% of shifts in the sample were 5 hours or greater. As such, we are dealing with violations covering 5,534 pay periods [5,747 pay periods x 96.3%]. If you extrapolate the 21.6% shift violation rate, it amounts to <u>66.9%</u> of pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period would be **$185,100**, which is calculated as follows: 5,534 pay periods x 66.9% equals 3,702 affected pay periods; 3,702 pay periods x $50/pay period (civil penalty) amounts to $185,100 in exposure. The latter exposure calculation does not take into

account the fact that Defendants had written meal period policies during the relevant PAGA period. In addition, there are risks to Plaintiff's meal period claims. Defendants contend that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. Determining by a review of Defendants' time records the exact reasons why a meal period appears to be short or late or not taken would be difficult and would be a challenge. Additionally, Defendants apparently maintained legally compliant meal period policies as mentioned above.

15. As it relates to Plaintiff's arguments for rounding of work hours leading to "off the clock" work and unpaid minimum wages, the data revealed that most of the aggrieved employees' time records indicated whole numbers, without decimals, and indicated that employees worked 8.0 hours per day. Defendants argue that the rounding was neutral and that work hours were rounded up to 8.0 hours when employees worked less than 8.0 hours in a workday. As such, Plaintiff attributes a 50% chance of success on this claim if it were to move forward in Court. At a 50% chance of success, the number of affected pay periods would be 2,874 [50% x 5,747] and the exposure would be **$287,400**, which is calculated as 2,874 x $100/pay periods.

16. As it relates to Plaintiff's argument for business expense reimbursement, Plaintiff's only argument seems to be that personal cell phones may have been used for clocking in and out purposes, however, there are issues with this argument because there is no evidence that personal cell phones were required for aggrieved employees to actually effectuate their construction duties and Defendants had a written no personal cell phone policy during work hours. Moreover, Defendants would argue that even if aggrieved employees did use their cell phones to clock in and out on a particular phone application, it would be de minimis use as employees would be using their cell phones for less than a minute each day. For these reasons, Plaintiff attributes a 25% chance of success on this claim. At a 25% chance of success, the number of affected pay periods would be 1,437 [25% x 5,747] and the exposure would be **$143,700**, which is calculated as 1,437 x $100/pay period. In addition, and as it relates to Plaintiff's other arguments for business expense reimbursement, there was no special uniform required by Defendants and Defendants argued that they provided the necessary tools for

employees to effectuate their job duties and that if an employee purchased or brought their own tools, it was a matter of preference, not necessity.

17. As it relates to Plaintiff's other claims, and unlike the arguments for meal period violations, there would be issues with proof. In terms of any potential regular rate issue as it relates to overtime or meal/rest period premiums based on bonuses made, it would not be a significant issue because there were no bonus payments seen in the sample. As it relates to straight overtime issues, the data showed that overtime hours were paid correctly when employees did in fact work overtime. As it relates to Plaintiff's claims regarding rest break violations, Defendants contend they provided non-exempt employees with the opportunity to take rest breaks in accordance with California law, and, accordingly, that Plaintiff's rest break claim has no support. Furthermore, employers are not required to record rest periods, and such periods are paid. Unlike meal periods, where there are often records showing whether an employee clocked out or not, there is no such evidence to prove a missed rest period or that the employer refused to authorize and permit one. Furthermore, Defendants had compliant written rest period policies. In addition, there was no evidence of liability regarding suitable seating or not paying sick pay as sick hours were seen on paystubs. Plaintiff's other claims are derivative claims for violations of Labor Code sections 203, 204, and 226 for not being paid all wages owed every pay period or at the end of employment as well as not receiving accurate, itemized wage statements would not be triggered since meal period or "off the clock" violations do not trigger these derivative claims.

18. Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed claims would be $616,200. Assuming that Plaintiff's calculations and analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the amount of **$287,350** is a very strong result, especially in light of the risk factors as discussed above.

19. Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for the same pay period under different Labor

Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded extremely small sums to PAGA claimants in the past. Defendants also adamantly dispute all of Plaintiff's allegations in the operative Complaint.

20. PAGA states a court has discretion to award a lesser amount than the maximum penalty. *See* Lab. Code § 2699(e)(2) ("…a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."); *see also Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504 ("*Carrington*") illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily discounted award of only $5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess of $70 million and was successful in proving the PAGA claim during a bench trial. However, the trial court reduced the total award after trial to only $150,000 (30,000 violations x $5) and stated that this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on Starbucks's "good faith attempts" to comply with meal break obligations and because the Court found the violations were minimal. Applying the same formula here and assuming there was one violation during each pay period, the award of civil penalties could not exceed $28,735 in PAGA penalties (5,747 violations x $5), and given the de minimis nature of the violations there is a substantial risk of a similar formula being applied. As such, this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington* formula. Thus, the chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain.

21. The Parties further recognize that the issues presented in the Action are likely

only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Members and Plaintiff from continued litigation.

22. The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff, his attorneys, and the State of California.

23. Furthermore, Plaintiff recognizes that continued litigation presents significant risks that support a significant downward departure from Plaintiff's estimated civil penalties amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and PAGA Members and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Plaintiff, the aggrieved employees, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law.

24. As such, the settlement of PAGA penalties in the gross sum of 287,350.00, of which 75% of the net amount after attorney's fees $95,783.33, attorney costs $7,730.84, and settlement administrator fees $3,990.00, which is $134,884.37 will be paid to the LWDA, and 25%, which equates to $44,961.46, will be distributed to the PAGA Members, is reasonable and appropriate under the circumstances.

***Plaintiff's Individual Settlement***

25. Plaintiff did have individual claims that were also settled by the parties. The parties agreed that the consideration Plaintiff received pursuant to an individual settlement agreement was to settle his individual claims. As part of this confidential agreement, Plaintiff also provided Defendants with a general release of all claims, whether known or unknown, including unknown claims covered by Civil Code Section 1542. Plaintiff has no conflict of

interest with the absent Aggrieved Employees and is adequate to represent the Aggrieved Employees.

### *Attorneys' Fees and Costs*

26. I represent Plaintiff on a straight contingency basis. My firm's request for $95,783.33 [33.33%] in attorney fees and $7,730.84 in litigation costs is fair and reasonable. To date, I have investigated and prosecuted this matter vigorously, including drafting the initial PAGA notice as well as the original complaint; reviewing Defendant's informal data and document production; sending and receiving emails on the case with defense counsel; sending the PAGA data to Plaintiff's expert for review/analysis and reviewing the expert's findings/conclusions; preparing for mediation, including providing material and arguments to the mediator; engaging in a private mediation; negotiating through the mediator after mediation; and drafting this PAGA approval motion. I also expect to perform additional work on this case if the Court grants final approval of the Settlement, including supervision of the Settlement Administrator's disbursement of the settlement funds to the Aggrieved Employees. "Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems, Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug. 11, 2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method for the calculation of attorneys' fees). This is also consistent with my experience in cases involving PAGA claims. This award is justified here because I achieved a strong result for the PAGA Members and the State while bearing the substantial burdens of contingency representation.

27. My previous experience in litigating wage and hour actions also supports the reasonableness of the fee request, as does the caliber of opposing counsel. My previous experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendants and the reasonableness of the Settlement. Because it is reasonable to compensate me commensurate with my skill, reputation, and experience, attorney's fees of

approximately 1/3 of the Gross Settlement Amount is reasonable. Likewise, the caliber and experience of opposing counsel in labor and employment litigation supports the fairness and reasonableness of the requested fee award.

28. The litigation costs expended to aid in the representation of the PAGA Members include the following: lawsuit filing fee of $454.22; PAGA initial filing fees of $75.00; expert data analysis fee of $1,050.00; mediation fee of $6,060.00; and miscellaneous filing fees of $91.62 for a total of $7,730.84. All of these costs are documented and reasonably incurred.

***Settlement Administration Costs***

29. With regard to the settlement administration costs provision, it is reasonable. Before agreeing to Apex Class Action Administration ("Apex"), the parties sought and reviewed bids from other reputable third-party administrators, including ILYM and Phoenix, and Apex's bid was comparable. Apex's bid has been attached as **Exhibit 2** to this declaration.

***Notice of Settlement to the LWDA***

30. Pursuant to Lab. Code § 2699(l)(2), my firm submitted a copy of the Settlement with the LWDA at the same time the Settlement is being filed with the Court. True and correct copies of this submission with the LWDA and the confirmation email are collectively attached as **Exhibit 3** to this declaration. My firm will further provide a copy of the Court's Order and Judgment to the LWDA within ten (10) calendar days after entry of said judgment or order as required by Labor Code sections 2699(l)(2)-(3).

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed on November 19, 2025, at Glendale, California.

HAROUT MESSRELIAN,
Declarant

EXHIBIT 1

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

This Private Attorneys General Act Settlement Agreement and Release ("Agreement") is made by and between Grimber Bran ("Plaintiff"), on behalf of himself, on behalf of the PAGA Employees (as defined below), and as a proxy/agent for the California Labor Workforce Development Agency ("LWDA"), and Defendants Tiferet Company, Inc., Steven Leanse and Robin Leanse (collectively, "Defendants"), to resolve the Action and Released Claims, subject to the terms and conditions hereof and the approval of the Court. Plaintiff and Defendants are collectively referred to herein as the "Parties" and each may be individually referred to as a "Party."

## I. REPRESENTATIONS AND DEFINITIONS

1. "Action" means and refers to the civil action filed on July 17, 2024 in the Superior Court of the State of California for the County of Los Angeles, Case No. 24STCV17798, entitled *Grimber Bran vs. Tiferet Company, Inc.* alleging a cause of action for enforcement under the Private Attorneys General Act, California Labor Code § 2698, *et seq*.

2. "Agreement" or "Settlement" means the arm's-length settlement agreement reached between the Parties as set forth in this Private Attorneys General Act Settlement Agreement and Release, and the terms, conditions and requirements set forth herein, including any attached exhibits.

3. "Counsel for Defendants" means and refers to Alfred J. Landegger, Esq. and Joseph Sklar, Esq. of Landegger Verano, ALC.

4. "Court" means and refers to the Superior Court of California for the County of Los Angeles. Court shall also mean any other Court that acquires proper jurisdiction of this Action.

5. "Defendants" means and refers to Tiferet Company, Inc., Steven Leanse, and Robin Leanse.

6. "Effective Date" means and refers to the date by which all of the following have occurred: (1) the Court has signed and entered the Approval Order (as defined below), and (2) Defendants have fully funded the Settlement.

7. "LWDA" means and refers to the California Labor and Workforce Development Agency.

8. "Operative Complaint" means and refers to: the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, filed on July 17, 2024 captioned *Grimber Bran vs. Tiferet Company, Inc.* Case No. 24STCV17798.

9. "PAGA" means and refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*

10. "PAGA Employees" or singularly "PAGA Employee" means and refers to Plaintiff and all current and former non-exempt employees who worked for Defendant Tiferet Company, Inc. within the State of California during the PAGA Period.

11. "PAGA Period" means the time period from April 12, 2023 through March 11, 2025.

12. "Parties" means and refers to, collectively, Plaintiff and Defendants, and "Party" means and refers to Parties individually.

13. "Pay Periods" means and refers to the total number of pay periods that each PAGA Employee worked as a non-exempt employee for Defendants during the PAGA Period.

14. "Plaintiff" means Grimber Bran.

15. "Plaintiff's Counsel" means and refers to Harout Messrelian, Esq. of MESSRELIAN LAW, INC.

16. "Released Claims" means and refers to any and all claims, demands, rights, liabilities and causes of action under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations in the Operative Complaint and the Notice to the LWDA, arising during and/or with respect to the PAGA Period, including without limitation, claims for civil penalties under the PAGA for the alleged failure to: properly pay for all hours worked, pay all minimum wages, pay all overtime wages, provide lawful meal periods or provide meal premium compensation in lieu thereof, authorize or permit lawful rest breaks or provide rest premium compensation in lieu thereof, reimburse necessary business expenses, timely pay all wages during employment and upon separation of employment, provide compliant wage statements, and keep requisite work records, and for civil penalties for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 2800, 2802, and all applicable Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith.

17. "Released Parties" means and refers to Defendants Tiferet Company, Inc., Steven Leanse, Robin Leanse, and Defendant Tiferet Company, Inc.'s respective agents, attorneys, insurers, past, present and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, owners, subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them.

18. "Settlement Administrator" means and refers to Apex Class Action.

## II. NATURE OF ACTION

1. On April 12, 2024, Plaintiff sent a letter to the LWDA, and Defendants Tiferet Company, Inc., Steven Leanse and Robin Leanse giving notice of his intent to pursue a representative action pursuant to the PAGA, on behalf of himself and the State of California, as well as on behalf of a proposed group of aggrieved employees. This letter is referred to as "Notice to the LWDA."

2. In connection with this Settlement, as set forth herein below, Plaintiff filed his Complaint in the Superior Court of the State of California for the County of Los Angeles, Case No. 24STCV17798, entitled *Grimber Bran vs. Tiferet Company, Inc.* alleging a cause of action for enforcement under the Private Attorneys General Act, California Labor Code § 2698, e*t seq*.

3. The parties engaged in significant investigation and exchange of data and documents, as well as private mediation that took place on March 11, 2025 with mediator Katherine J. Edwards, Esq., and with the benefit of the mediator's evaluation, the Parties reached the Settlement described herein.

4. This Settlement relates solely to the PAGA claims on behalf of Plaintiff and the State of Califoria with respect to Plaintiff and all PAGA Employees. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, deny liability for the Released Claims, and further deny that the Action is appropriate for representative treatment for any purpose other than settling this Action. Defendants contend, among other things, that they have complied at all times with the California Labor Code and the related Industrial Welfare Commission Wage Orders, all other state and federal wage laws, and further contend that all of their respective employees were and are paid properly and that the Action is without merit. Defendants have denied and continue to deny each and every material factual allegation and all alleged claims asserted against them in the Action.

5. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

6. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and is in the best interests of Plaintiff, PAGA Employees, the State of California, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the PAGA Employees and the Statement of California, and fair, reasonable, and adequate given the inherent risk of litigation.

## III. TERMS OF SETTLEMENT

1. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiff, on behalf of himself, the State of California, and all PAGA Employees, and Defendants agree to settle and compromise the Action and the Released Claims.

2. The Gross Settlement Amount. As consideration for the settlement described herein and the release provided herein, Defendants agree to pay the all inclusive total amount of $287,350.00 ("Gross Settlement Amount"). Except in the event that the Escalator Clause is triggered, as provided for in Section III.8 below, Defendants will not be responsible for anything more than the Gross Settlement Amount under this Agreement. Defendants shall fund the Gross Settlement Amount as set forth herein. The Gross Settlement Amount will include payments as follows, which Plaintiff will seek approval of from the Court, in conformity with this Agreement:

a. Payment of Attorneys' Fees and Costs to Plaintiff's Counsel, as set forth herein;

b. Payment to the Settlement Administrator in the amount of up to $3,990.00 ("Settlement Administration Costs"); and

c. The PAGA Penalties to be paid to the LWDA and PAGA Employees, as set forth herein.

3. Allocation and Calculation of the PAGA Penalties. The amount available for distribution to the LWDA and PAGA Employees ("PAGA Penalties") is the Gross Settlement Amount less the Court-approved Attorneys' Fees and Costs to Plaintiff's Counsel and the Settlement Administration Costs to the Settlement Administrator. Seventy Five Percent (75%) of the PAGA Penalties will be paid to the LWDA ("LWDA Payment"), and Twenty Five Percent (25%) of the PAGA Penalties will be paid to the PAGA Employees ("Employee Amount"), as required by California Labor Code § 2699(i).

4. Allocation and Calculation of the Individual Settlement Payments. Each PAGA Employee will receive a *pro rata* portion of the Employee Amount, determined based on the pay periods that he or she worked for Defendants in the State of California during the PAGA Period, to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods of all PAGA Employees to yield the "Per Pay Period Amount," and then each PAGA Employee's individual number of Pay Periods will be multiplied by the Per Pay Period Amount to yield his or her "Individual Settlement Payment." Individual Settlement Payments shall be paid to PAGA Employees by way of a single check to each PAGA Employee ("Individual Settlement Check").

5. Tax Treatment of Individual Settlement Payments to PAGA Employees. The Parties agree that Individual Settlement Payments sent to PAGA Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff and PAGA Employees shall be deemed to acknowledge that they have not obtained any tax advice from Defendant, Counsel for Defendants, or Plaintiff's Counsel, and that neither Defendants, Counsel for Defendants, nor Plaintiff's Counsel have made any representation concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Agreement or its attachment(s) are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Plaintiff and PAGA Employees are solely responsible for any tax obligations in connection with any payments made pursuant to this Agreement.

6. Plaintiff's Counsel's Attorneys' Fees and Costs. As part of the request for approval of this Settlement, Plaintiff will request that the Court award the following to Plaintiff's Counsel: up to one-third (1/3) of the Gross Settlement Amount, or $95,783.33, for attorneys' fees and of up to ($)10,000.00 for reimbursement of actual costs and expenses of litigating the Action (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs shall be paid from the Gross

Settlement Amount, subject to approval by the Court. Should Plaintiff's Counsel request a lesser amount for attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above. Payment of Attorneys' Fees and Costs will be reflected in a Form 1099 to Plaintiff's Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

7. <u>No Effect on Employee Benefits.</u> The payments made to Plaintiff and other PAGA Employees pursuant to this Agreement are not intended to count as earnings by Plaintiff or the PAGA Employees, and will not entitle Plaintiff or the PAGA Employees to any additional compensation and/or benefits under any retirement, benefit, bonus, incentive, pension, welfare, and/or any other plan of or sponsored by Defendants. Defendants shall not make as part of this Agreement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, bonuses, 403(b), or profit sharing plans related to monies paid as a result of this Agreement. The Individual Settlement Payments paid to PAGA Employees shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g. bonuses, vacation, holiday pay, retirement plans, etc.) of PAGA Employees. The Parties agree that any Individual Settlement Payments paid to PAGA Employees under the terms of this Agreement do not represent any modification of PAGA Employees' previously credited hours of service or other eligibility criteria under an employee benefit plan sponsored by Defendants. Further, any Individual Settlement Payments are penalties and thus shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, any employee benefit plan or bonus plan sponsored by Defendant.

8. <u>Escalator Clause.</u> Defendants estimate that there are 157 Aggrieved Employees who worked an estimated 5,747 total pay periods from April 12, 2023 through March 11, 2025. In the event that the total number of pay periods in the PAGA Period is determined to be more than 10% higher than 5,747 (i.e., more than 6,322), the Gross Settlement Amount will increase pro rata based on the number of pay periods over 6,322.

## IV. RELEASE OF CLAIMS

1. <u>Release by Plaintiff, PAGA Employees and LWDA</u>. Upon the Effective Date, Plaintiff and each PAGA Employee, shall fully release and forever discharge the Released Parties from the Released Claims during the period from April 12, 2023 through March 11, 2025, and the State of California shall fully release and forever discharge the Released Parties from the Released Claims as they pertain to Plaintiff and PAGA Employees from April 12, 2023 through March 11, 2025.

2. The Parties have executed a separate Plaintiff's Confidential Settlement Agreement and General Release ("Plaintiff's General Release Agreement") which resolves, *inter alia*, Plaintiff's individual claims, and includes a waiver by Plaintiff of the provisions of California Civil Code Section 1542. Any consideration provided for by Plaintiff's General Release Agreement will be paid separate from, and in addition to, the Maximum Settlement Amount.

## V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

1. Filing of Complaint and Settlement Approval by Court. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(l)(2), and that a judgment with respect to the PAGA action is binding with respect to non-party aggrieved employees upon Court approval, pursuant to California Labor Code § 2699(l) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. The Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Employees do not have the right to opt-out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court and funding of the Settlement, all PAGA Employees will have released the Released Parties of and for the Released Claims and PAGA Employees will be entitled to receive payment, in conformity with the Settlement. Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and Counsel for Defendants, take all necessary steps to secure the approval of this Settlement from the Court. Plaintiff's Counsel shall prepare, file and serve a motion (or stipulation, if permitted by the Court) requesting that the Court approve the Settlement, including and not limited to the PAGA Penalties, Attorneys' Fees and Costs, and Settlement Administration Costs, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment ("Approval Order"). The motion shall advocate that the penalties are fair, adequate, and reasonable, which will draw no opposition from Defendants or Counsel for Defendants. On the same date that Plaintiff applies to the Court for approval of the Settlement, Plaintiff's Counsel shall submit the Agreement to the LWDA in conformity with California Labor Code § 2699(l)(2).

2. With Plaintiff's motion for approval of Settlement, Plaintiff shall submit a proposed Approval Order which shall seek, *inter alia*: (1) approval of this Settlement and the terms herein; (2) permanent bar of all PAGA Employees from prosecuting any of the Released Claims released in this Agreement against the Released Parties; and (3) that no individualized notice of entry of the Approval Order is required to be provided to the PAGA Employees. Prior to filing, Plaintiff's Counsel will provide Counsel for Defendant a courtesy copy of the proposed Approval Order.

Upon entry of the Approval Order by the Court, Plaintiff's Counsel shall submit the Approval Order to the LWDA in conformity with California Labor Code § 2699(l)(2).

## VI. ADMINISTRATION OF THE SETTLEMENT

1. PAGA Employee List. Defendants shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address; (4) Social Security number; and (5) the total number of pay periods worked during the PAGA Period ("PAGA Employee List"). The PAGA Employee List will be provided to the Settlement Administrator within fifteen (15) calendar days after the the Court has signed and entered the Approval Order. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by order of the Court.

2. Funding of Settlement. Defendants shall fund the Gross Settlement Amount by way of electronic transfer to the account to be established by the Settlement Administrator for purposes of administration of the Settlement ("Settlement Administration Account") within one hundred twenty (120) calendar days after the Court has signed and entered the Approval Order granting approval of the PAGA Settlement, but in no event earlier than January 1, 2026. Defendants' obligations for funding the settlement are satisfied upon electronic transfer of the Gross Settlement Amount to the Settlement Administrator pursuant to the Settlement Administrator's instructions, provided, however, that any unsuccessful electronic transfer of funds be of no fault of Defendants. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

3. Payments to LWDA, Plaintiff's Counsel, Plaintiff, and Settlement Administrator. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to itself.

4. Employee Notices and Payments to PAGA Employees. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A notice letter explaining why the check is being sent ("Employee Notice"), in a mutually-agreed upon form that has been approved by the Court, in

substantially the form that is attached hereto as "**Exhibit A**," will be included in the mailing of each PAGA Employee's Individual Settlement Check. Together, an Individual Settlement Check that is mailed to a PAGA Employee with the Employee Notice is referred to as a "Payment Packet." Prior to mailing the Payment Packets, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Employee Notices be returned as undeliverable, the Settlement Administrator will have ten (10) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Employee Notices to the traced address. The Settlement Administrator will only be required to re-mail the Payment Packets once by way of this process.

5. Expiration of Settlement Checks. All Individual Settlement Checks will expire one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the California State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount. Irrespective of whether a PAGA Employee's Individual Settlement Check has been actually received and/or cashed, he or she will be deemed to be bound to this Settlement, the release provided herein, and the Court's Approval Order.

6. Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

7. Settlement Administrator's Tax Reporting. The Settlement Administrator shall be responsible for providing the requisite Form 1099's as required by this Agreement, and the completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable.

8. Confirmation of Administration of Settlement. Within twenty-one (21) calendar days of distributing the Gross Settlement Fund, the Settlement Administrator shall provide to Plaintiff's Counsel and Counsel for Defendants a written declaration verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement.

9. Notice Regarding Settlement Compliance. Within fourteen (14) calendar days of receipt of the Settlement Administrator's declaration confirming Defendants' funding of the

Settlement and the Settlement Administrator's disbursement of the Gross Settlement Fund, Plaintiff shall file a notice informing the court of compliance with the terms of the Settlement and satisfaction of the Judgment, and requesting formal closure of the Action.

## VII. ADDITIONAL TERMS.

1. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

2. No Admission. Nothing contained herein, nor is the consummation of this Settlement, to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of Defendants, Released Parties, Plaintiff, Plaintiff's Counsel, PAGA Employees, or the LWDA. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. Defendants debny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendants or any of the Released Parties of any of the matters alleged in the Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendants or any of the Released Parties.

3. Nullification. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the Parties shall be restored to their litigation positions and all funds returned to Defendants. If, after the Parties make a second attempt to obtain approval of the material terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, the Court fails to approve the material terms of the settlement in the form agreed to by the Parties (except for the amount of Attorneys' Fees and Costs requested by Plaintiff's Counsel), or if the Court's approval of this Agreement is materiallt modified or reversed, or declared or rendered void, then: (a) this Agreement shall be considered null and void; (b) neither this Agreement nor

any of the related negotiations or proceedings shall be of any force or effect; and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of the Attorneys' Fees and Costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

4. Attorneys' Fees, Costs And Expenses. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement, unless otherwise specifically stated.

5. Enforcement And Continuing Jurisdiction Of The Court. The Parties agree that upon approval by the Court, this Agreement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 over the Action, all Parties, and PAGA Employees to interpret and enforce the terms, conditions, and obligations set forth in this Agreement.

6. Severability. The Parties agree that if any immaterial provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, and the remaining provisions shall be deemed enforceable.

7. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Defendants regarding the settlement of the Released Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Released Claims.

8. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist

9. Non-Evidentiary Use. Neither the existence of this Agreement, the terms of this Agreement, the negotiation and execution of this Agreement, all acts performed or documents executed pursuant to or in furtherance of this Agreement, nor the settlement of the Action shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff, the LWDA, Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, culpability, fault, wrongdoing, omission, concession, or damage, or of the truth of any of the factual allegations in the Operative Complaint in the Action; (b) disclosed, referred to, or offered in evidence against Plaintiff, the LWDA, or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding in any court, administrative agency or other tribunal except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to attempt to establish that a PAGA Employee has resolved or been compensated for any claims made by that employee; and (c) deemed to be, nor used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement. Nothing herein shall constitute an admission by Defendants that the Action was properly brought as a representative action other than for settlement purposes.

10. Choice Of Law. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

11. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

12. Captions And Headings. Paragraph titles, captions, or headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

13. Modification. This Agreement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

14. Binding. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

15. No Publication. The Parties will, and will cause all their respective current or past counsel to: (i) maintain in confidence and not publish or otherwise disclose to any third party the terms of this Agreement or any related information, except as necessary to obtain Court approval as contemplated by this Agreement; (ii) not publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes and/or in publication materials generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms.

16. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

***SIGNATURES TO FOLLOW ON THE NEXT PAGE***

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IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

**PLAINTIFF GRIMBER BRAN**

DATED: 8/21/2025

ID 5jyZw3ZnMZkZoCGUBs9l85X4

Grimber Bran

**DEFENDANT TIFERET COMPANY, INC.**

DATED: ______________

By: Steven Leanse, CEO

**DEFENDANT STEVEN LEANSE**

DATED: ______________

**DEFENDANT ROBIN LEANSE**

DATED: ______________

**APPROVED AS TO FORM AND CONTENT:**

DATED: 8/21/2025

**MESSRELIAN LAW, INC**

By:

ID jhGpgEz3jc41EwDU4RSru8Ta

Harout Messrelian, Esq.
Attorneys for Plaintiff

DATED: ______________

**LANDEGGER VERANO, ALC**

By: ______________

Alfred J. Landegger, Esq.
Joseph P. Sklar, Esq.
Attorneys for Defendant

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

**PLAINTIFF GRIMBER BRAN**

DATED: ______________

Grimber Bran

**DEFENDANT TIFERET COMPANY, INC.**

DATED: 11/19/2025

Signed by:
Steven Leanse
6AC435E3D62A49B...
By: Steven Leanse, CEO

**DEFENDANT STEVEN LEANSE**

DATED: 11/19/2025

Signed by:
Steven Leanse
6AC435E3D62A49B...

**DEFENDANT ROBIN LEANSE**

DATED: 11/19/2025

Signed by:
Robin Leanse
83B87DB09C4A480...

**APPROVED AS TO FORM AND CONTENT:**

DATED: ______________

**MESSRELIAN LAW, INC**

By: ______________________

Harout Messrelian, Esq.
Attorneys for Plaintiff

DATED: 8/21/2025

**LANDEGGER VERANO, ALC**

By: ______________________

Alfred J. Landegger, Esq.
Joseph P. Sklar, Esq.
Attorneys for Defendant

# Exhibit A

<<Mailing Date>>

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

Re: Individual Settlement Payment from *Grimber Bran vs. Tiferet Company, Inc.*
Los Angeles County Superior Court, Case No. 24STCV17798

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

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Check"). This check is your payment from the settlement of a lawsuit entitled *Grimber Bran vs. Tiferet Company, Inc.*, Case No. 24STCV17798 ("Action"), pending in the Superior Court of California for the County of Los Angeles ("Court").

The lawsuit was filed by Grimber Bran ("Plaintiff"), a former employee of Tiferet Company, Inc. ("Tiferet" or "Defendant"), on behalf of the State of California with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). Plaintiff alleged that Tiferet violated multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay for all hours worked, pay all minimum wages, pay all overtime wages, provide lawful meal periods or provide meal premium compensation in lieu thereof, authorize or permit lawful rest breaks or provide rest premium compensation in lieu thereof, reimburse necessary business expenses, timely pay all wages during employment and upon separation of employment, provide compliant wage statements, and keep requisite work records. Tiferet denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendant, on behalf of Plaintiff, the State of California, and the following aggrieved employees: all current and former non-exempt employees who worked for Defendant Tiferet Company, Inc. within the State of California between April 12, 2023 through March 11, 2025 ("PAGA Employees").

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you worked as a PAGA Employee during the period between April 12, 2023 through March 11, 2025 ("PAGA Period"). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The "Released Parties" means and refers to Defendant Tiferet Company, Inc. Defendant Steven Leanse, Defendant Robin Leanse, and Defendant Tiferet Company, Inc.'s respective agents, attorneys, insurers, past, present and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, owners, subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them. The "Released Claims" means and refers to any and all claims, demands, rights, liabilities and causes of action under the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq., that are based upon or arise from the factual allegations in the Operative Complaint and the Notice to the LWDA, arising during and/or with respect to the PAGA Period, including without limitation, claims for civil penalties under the PAGA for the alleged failure to: properly pay for all hours worked, pay all minimum wages, pay all overtime wages, provide lawful meal periods or provide meal premium compensation in lieu thereof, authorize or permit lawful rest breaks or provide rest premium compensation in lieu thereof, reimburse necessary business expenses, timely pay all wages during employment and upon separation of employment, provide compliant wage statements, and keep requisite work records, and for civil penalties for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 2800, 2802, and all applicable Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith. **By cashing your Individual Settlement Check, you are not giving up any right to sue for damages arising out of any individual claims that you may have against Defendant.**

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in the name of the PAGA Employee whose check is voided.

**Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement.** If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

## eSignature Details

| | |
|---|---|
| **Signer ID:** | **5jyZw3ZnMZkZoCGUBs9lS5X4** |
| Signed by: | GRIMBER BRAN |
| Sent to email: | grimberbran@icloud.com |
| IP Address: | 146.75.233.252 |
| Signed at: | Aug 21 2025, 5:33 pm PDT |

| | |
|---|---|
| **Signer ID:** | **jhGpgEz3jc41EwDU4RSru8Ta** |
| Signed by: | Harout Messrelian |
| Sent to email: | hm@messrelianlaw.com |
| IP Address: | 69.234.47.40 |
| Signed at: | Aug 21 2025, 5:37 pm PDT |

# EXHIBIT 2

**APEX**
**CLASS ACTION ADMINISTRATION**

| | | | |
|---|---|---|---|
| **Quotation Request:** | | **Case Name:** | **Bran v Tiferet** |
| Harout Messrelian | | Date: | Tuesday, August 19, 2025 |
| Messrelian Law | | RFP Number: | 201880015 |
| hm@messrelianlaw.com | | | |

**Prepared By:**
Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

| Settlement Specifications | |
|---|---|
| **Number of Aggrieved Employees** | **157** |
| **Certified Language Translation:** | **Yes** |
| **Static Settlement Website** | **No** |
| **Percentage of Undeliverable Mail** | **20%** |

| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|---|---|---|---|---|
| **Data Analytics and Standardization** | | | | |
| Import and Standardize Data* | Per Hour | $125.00 | 1 | $125.00 |
| Data Analyst | Per Hour | $150.00 | 1 | $150.00 |
| *Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr. | | | | |
| | | | Sub Total: | $275.00 |
| **Project Management** | | | | |
| Project Management | Per Hour | $150.00 | 1 | $150.00 |
| Project Coordinator | Per Hour | $90.00 | 1 | $90.00 |
| Data Analyst and Reporting | Per Hour | $140.00 | 1 | $140.00 |
| | | | Sub Total: | $380.00 |
| **Toll-Free Contact Center, Website, Reporting & Pre-Distribution** | | | | |
| Form Set Up | Per Hour | $120.00 | 1 | $120.00 |
| Bilingual Toll-Free Contact Center | Static Rate | $50.00 | 1 | $50.00 |
| NCOA Address Update (USPS) | Static Rate | $50.00 | 1 | $50.00 |
| Certified Language Translation: Spanish | Static Rate | $350.00 | 1 | $350.00 |
| Settlement Status Reports | Static Rate | $750.00 | 1 | Waived |
| | | | Sub Total: | $570.00 |

APEX
CLASS ACTION ADMINISTRATION

| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|---|---|---|---|---|
| **Distribution & Settlement Fund Management** | | | | |
| Settlement Calculations | Per Hour | $120.00 | 2 | $240.00 |
| Account Management and Reconciliation | Per Hour | $140.00 | 2 | $280.00 |
| Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable) | Per Piece | $1.00 | 157 | $157.00 |
| USPS First Class Postage | Per Piece | $0.78 | 157 | $122.46 |
| Remail Distribution to Updated Address (Skip Trace) | Per Piece | $2.50 | 16 | $39.25 |
| Individual Income Tax Preparation & Reporting | Per Hour | $100.00 | 3 | $300.00 |
| QSF Income Tax Reporting (per calendar year) | Per Year | $1,000.00 | 1 | $1,000.00 |
| Unclaimed Funds: State Controller's Unclaimed Property Fund | Static Rate | $200.00 | 1 | $200.00 |
| | | | Sub Total: | $2,338.71 |
| **Post Distribution Reconciliation** | | | | |
| Bank Account Reconciliation | Per Hour | $135.00 | 1 | $135.00 |
| Project Management Reconciliation | Per Hour | $100.00 | 1 | $100.00 |
| Declarations | Per Hour | $120.00 | 1 | $120.00 |
| | | | Sub Total: | $355.00 |
| | | | WILL NOT EXCEED: | $3,990.00 |

Thank you for your business!

APEX

CLASS ACTION ADMINISTRATION

# APEX
CLASS ACTION ADMINISTRATION

## Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the party's concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of $1.50 per storage box for paper documents and $0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 3