

1 Elliot J. Siegel (Bar No. 286798)
 2 elliot@kingsiegel.com
 3 Julian Burns King (Bar No. 298617)
 4 julian@kingsiegel.com
 5 **KING & SIEGEL LLP**
 6 724 S. Spring Street, Suite 201
 7 Los Angeles, California 90014
 8 tel: (909) 287-4641
 9 fax: (213) 465-4803

10 Attorneys for Plaintiff RONALD BEARDSLEY
 11 on behalf of himself and all others similarly situated

12 Dina Glucksman (SBN 245646)
 13 dglucksman@grsm.com
 14 Leslie Joyner (SBN 262705)
 15 ljoyner@grsm.com
 16 Emilie MacLean (SBN 349539)emaclean@grsm.com
 17 Gordon Rees Scully Mansukhani, LLP
 18 633 West Fifth Street, 52nd Floor
 19 Los Angeles, CA 90071
 20 Telephone: (213) 576-5000
 21 Facsimile: (213) 680-4470

22 Attorneys for Defendants
 23 ALISAL PROPERTIES D/B/A ALISAL RANCH
 24 and JAMES HILAND JACKSON

25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 26 **FOR THE COUNTY OF SANTA BARBARA**

27 **RONALD BEARDSLEY**, individually
 28 and on behalf of all similarly situated
 individuals,

Plaintiff,

vs.

ALISAL PROPERTIES D/B/A
ALISAL RANCH, a California
 Corporation; **JAMES HILAND**
JACKSON, an individual; and DOES 1-
 100;

Defendants.

CASE NO. 24CV03864

[Assigned to Honorable Thomas P. Anderle,
 Department 3]

JOINT STIPULATION OF
SETTLEMENT OF PAGA
REPRESENTATIVE ACTION

Case Filed: July 11, 2024
 Trial Date: None Set

1 **STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION**

2 This Stipulation of Settlement and Release of PAGA Representative Action
3 (“Agreement” or “Settlement Agreement” or “Stipulation”) is made and entered into by and
4 between Ronald Beardsley (“Plaintiff” or “Mr. Beardsley”), individually and as the
5 authorized proxy for the State of California and the Labor and Workforce Development
6 Agency, and Alisal Properties d/b/a Alisal Ranch and James Hiland Jackson
7 (“Defendants”) (with Plaintiff, the “Parties”).

8 This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code §
9 2699(l)(2) and is made for the sole purpose of attempting to consummate settlement of the
10 lawsuit entitled *Beardsley v. Alisal Properties d/b/a Alisal Ranch, et al.*, Santa Barbara
11 Superior Court Case No. 24CV03864 (“the Action”), on the following terms and conditions:

12 **RECITALS**

13 1. On July 11, 2024, Plaintiff Ronald Beardsley sent a PAGA letter to the LWDA
14 regarding alleged violations of the Labor Code, and incorporated by reference a draft
15 Complaint alleging violations of Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1,
16 1198, 226.7(b), 512(a), 226, 226.3, 1174, 201-204, and 2802, and the applicable Wage
17 Orders. Later that day, Plaintiff filed a class action complaint in Santa Barbara County
18 Superior Court, Case No. 24CV03864. In light of an arbitration agreement signed by
19 Plaintiff Beardsley which includes a class action waiver, after meeting and conferring, the
20 Parties stipulated to dismiss Plaintiff’s class and individual claims. On September 18, 2024,
21 Plaintiff filed the operative First Amended Complaint for civil penalties pursuant to PAGA
22 alleging violations of Labor Code §§ 201-204, 221, 223, 226, 226.3, 245, 351, 353, 510,
23 512(a), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b), 1174, and 2802 and the applicable
24 Wage Orders against Defendants.

25 2. Defendants deny all of the allegations in the Action, and specifically the
26 PAGA Released Claims, and deny that they or any Released Parties committed any
27 misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct
28 of any kind.

3. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and this Action.

4. This Settlement Agreement is made and entered into by and between Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved Employees, the State of California through Plaintiff as a proxy, and Defendants on the other hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and that nothing herein is an admission of any liability or wrongdoing by Defendants. If, for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

5. Because this is not a settlement of a class action but a PAGA settlement on behalf of the State of California, no person can (a) object to the settlement after the Court's Approval Order is made, or (b) opt out from being covered by the release of PAGA claims at any time before or after the Approval Order is made.

6. The Parties agree to abide by the terms of the Settlement Agreement in good faith and to support the Settlement Agreement fully and to use their best efforts to defend this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

7. On December 17, 2024, the Parties participated in a mediation with Abe Melamed Esq. (the "Mediator"), a well-respected mediator in the field of employment law and wage-and-hour class and PAGA actions. With the assistance of the Mediator, the Parties were able to reach agreement on the principal terms of a PAGA settlement, which have now been expanded upon in this Stipulation.

8. The settlement discussions before and during mediation were conducted at arm's length and the settlement of the Action is the result of an informed and detailed analysis of Defendants' potential liability in relation to the costs and risks associated with continued litigation.

1 9. Prior to entering into Settlement, PAGA Counsel conducted a significant
2 investigation during the prosecution of the Action. This investigation included, among
3 other things, (a) numerous telephonic calls and written communications with Plaintiff; (b)
4 inspection and analysis of payroll and timekeeping documents for a statistically significant
5 sampling of 25% of the Aggrieved Employees, and other information produced by
6 Defendants, including all relevant policy documents, Plaintiff's complete personnel file,
7 and representative wage statements for the Aggrieved Employees; (c) research of the
8 applicable law with respect to the claims asserted in the Action and the potential defenses
9 thereto; (d) investigation into the viability of representative treatment of the claims
10 asserted in the Action; (e) analysis of the legal positions taken by Defendants, including
11 information sufficient to understand Defendant's potential defenses to Plaintiff's claims;
12 (f); assembling and analyzing of data for calculating damages; (g) hiring an expert to
13 prepare an analysis of Defendant's exposure for civil penalties; (h) contacting putative
14 Aggrieved Employees for purposes of securing information and declarations for use at
15 mediation.

16 10. The informal discovery and investigation conducted in this matter, as well as
17 discussions between counsel, have been adequate to give the Named Plaintiff and PAGA
18 Counsel a sound understanding of the merits of the Parties' positions and to evaluate the
19 risks of continued litigation and the value of the Aggrieved Employees' claims. The
20 information exchanged by the Parties through discovery and settlement discussions were
21 sufficient to allow PAGA Counsel to reliably assess the merits of the Parties' respective
22 positions and to compromise the issues on a fair and equitable basis.

23 11. Plaintiff and PAGA Counsel believe that the claims, causes of action,
24 allegations, and contentions asserted in the Action have merit. However, Plaintiff and
25 PAGA Counsel recognize and acknowledge the expense and delay of continued lengthy
26 proceedings necessary to prosecute the Action against Defendants through trial and
27 appeals. PAGA Counsel has taken into account: 1) the uncertain outcome of the litigation;
28 2) the risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties

1 and delays inherent in such litigation; and 4) the potential risk of trying the claims of the
2 Aggrieved Employees. PAGA Counsel is mindful of the potential problems of proof under,
3 and possible defenses to, the claims alleged in the Action and litigation of those claims on
4 a representative basis.

5 12. Based on their own independent investigation and evaluation, PAGA Counsel
6 has determined that the Settlement set forth in the Stipulation is in the best interests of
7 Plaintiff and the PAGA Settlement Members. PAGA Counsel believes that the Settlement
8 set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the
9 PAGA Settlement Members, and that an independent review of this Settlement Agreement
10 by the Court will confirm this conclusion.

11 **DEFINITIONS**

12 The following terms, when used in this Settlement Agreement, shall have the
13 following meanings:

14 13. "PAGA Settlement Member List" shall mean a complete list of all PAGA
15 Settlement Members that Defendant will diligently and in good faith compile from its
16 records and provide to the Settlement Administrator no later than 10 calendar days after
17 the entry of a Court Order approving the Settlement. The List will be formatted in a
18 readable Microsoft Office Excel spreadsheet and will include, to the extent in the
19 possession of Defendant or its agents, PAGA Settlement Members' names; last-known
20 addresses; last-known telephone numbers; last-known email address; social security
21 numbers; start dates of employment; end dates of employment; and Defendant's best
22 estimate of and/or information necessary to calculate the number of pay periods worked
23 by each PAGA Settlement Member during the PAGA Period.

24 14. "Effective Date" means the date on which the settlement embodied in this
25 Settlement Agreement shall become effective and is the date after all of the following events
26 have occurred: (i) this Settlement Agreement has been executed by Plaintiff and
27 Defendants; and (ii) the Court has granted approval of the Settlement.
28

1 15. “Eligible Pay Period” means any pay period from July 11, 2023 through the
2 Court’s order granting approval (“the Approval Order”). Pay periods are biweekly.

3 16. “Funding Date” means 10 calendar days from the Effective Date.

4 17. “LWDA” means the California Labor and Workforce Development Agency,
5 the agency entitled, under Labor Code section 2699, subdivision (i).

6 18. “Named Plaintiff” means Ronald Beardsley.

7 19. “PAGA Release Period” means July 11, 2023 through the date of the Approval
8 Order .

9 20. “PAGA Released Claims” shall mean the *limited* release being given by the
10 State of California and PAGA Release Members for those claims for civil penalties under
11 PAGA that were alleged, or reasonably could have been alleged, based on the facts stated
12 in the Complaint or the PAGA Notice Letter, which are claims under PAGA for civil
13 penalties arising under Labor Code §§ 201-204, 221, 223, 226, 226.3, 245, 351, 353, 510,
14 512(a), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b), 1174, and 2802, and the applicable
15 Wage Orders.

16 21. “PAGA Settlement” or “Settlement” means the settlement of the Action as
17 memorialized in this Agreement.

18 22. “PAGA Settlement Members” shall mean all non-exempt employees of
19 Defendant who worked at least one shift in California from July 11, 2023 through the date
20 of the Approval Order. Defendants represent that there are approximately 475 PAGA
21 Settlement Members as of December 17, 2024.

22 23. “PAGA Counsel” means Elliot J. Siegel of King & Siegel LLP.

23 24. “Released Parties” shall mean Defendants Alisal Properties d/b/a Alisal
24 Ranch and James Hiland Jackson, and their former and present officers, directors,
25 employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns,
26 subsidiaries, affiliates, and agents.

27 25. “Settlement Administrator” means an administrator to be selected by
28 Plaintiff on the basis of cost and competence, with the best interests of the PAGA Members

1 in mind.

2 26. "Notice" means the Notice of PAGA Payment, substantially in the form
3 attached as **Exhibit A**.

4 27. "Order and Judgment" means the Court order granting approval of the
5 Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

6 **TERMS OF AGREEMENT**

7 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
8 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

9 28. PAGA Penalties Amount. In consideration for the covenants, promises,
10 waivers, and releases contained in this Agreement, and subject to Court approval,
11 Defendant shall pay the sum of \$250,000 in PAGA civil penalties to the LWDA and
12 Aggrieved Employees by way of the Settlement Administrator on or before the Funding
13 Date in full and final settlement of the PAGA Released Claims and the Action. The PAGA
14 Penalties Amount is non-reversionary and shall be distributed as follows: (i) 65% of the
15 PAGA Penalties Amount shall be distributed to the LWDA; and (ii) 35% of the PAGA
16 Penalties Amount shall be distributed to the PAGA Settlement Members, as set forth in the
17 version of Labor Code section 2699(i) effective as of the date of filing of the Action.

18 29. Escalator Clause. Defendant represents that there are 13,000 pay periods
19 worked by 475 Aggrieved Employees from the beginning of the PAGA Release Period
20 through December 17, 2024. Should the actual number of pay periods worked by the
21 Aggrieved Employees from the beginning of the PAGA Release Period through the date of
22 the Approval Order increase by more than 10%, then the PAGA Penalties Amount will
23 increase by 1% for every 1% over the 10% threshold. However, Defendants may, in their
24 sole discretion, adjust the length of the PAGA Release Period by moving the end date to the
25 date of mediation (December 17, 2024).

26 30. Attorney's Fees and Costs. In consideration for the covenants, promises,
27 waivers, and releases contained in this Agreement, and subject to Court approval,
28 Defendant will pay PAGA Counsel the sum of not more than \$107,000 by way of the

1 Settlement Administrator on or before the Funding Date for their reasonable attorneys fees
2 and costs incurred in litigating this Action as provided by Labor Code § 2699(k)(1)
3 (“Attorney’s Fees and Costs Payment”). The attorneys fees amount shall be supported by a
4 lodestar analysis and declaration from Counsel as part of the Motion for Approval. At this
5 time, PAGA Counsel’s lodestar is approximately \$81,125.00 but in no event shall they seek
6 payment of more than \$89,000. PAGA Counsel’s litigation costs are currently estimated at
7 \$16,706.80, subject to Court approval, but in no event shall they seek payment of more
8 than \$18,000. In the event that the Court reduces or does not approve the requested
9 Plaintiff’s Attorney’s Fee Award and costs, Plaintiff and PAGA Counsel shall not have the
10 right to revoke this settlement, and it will remain binding, and Plaintiff shall not appeal
11 any judgment or order on that basis.

12 31. Settlement Costs. In consideration for the covenants, promises, waivers, and
13 releases contained in this Agreement, and subject to Court approval, Defendant will pay
14 Simpluris, Inc, \$3,000, on or before the Funding Date, for the reasonable costs of
15 administration of the Settlement and distribution of payments, as provided in their capped
16 bid of 12/23/2024.

17 32. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall
18 not in any way be construed as an admission by Defendants and/or any of the Released
19 Parties that they acted wrongfully with respect to Plaintiff or any other allegedly Aggrieved
20 Employees. Defendants specifically disclaim any liability to, or wrongful acts against
21 Plaintiff, on the part of itself, and/or any respective parents, subsidiaries, affiliates,
22 predecessors, successors, officers, directors, employees, or agents. Defendants deny that
23 there is any factual evidence or legal basis to support any claims or Labor Code violations
24 that Plaintiff alleges on behalf of alleged aggrieved employees, or by Plaintiff on his own
25 behalf.

26 33. Release by PAGA Settlement Members and the LWDA. As of the date that
27 Defendants fully fund the PAGA Penalties Amount, for and in consideration of the mutual
28 promises and consideration set forth in this Agreement, Plaintiff, as agent and proxy of the

1 State of California (including the LWDA), the PAGA Settlement Members, and the State of
 2 California (including the LWDA and all individuals who seek to serve as agent and proxy
 3 of the State of California in bringing PAGA claims) are deemed to release against the
 4 Released Parties *only* claims for civil penalties, interest, fees or costs under PAGA that were
 5 alleged, or reasonably could have been alleged, based on the facts stated in the Complaint
 6 or the PAGA Notice Letter, specifically claims for penalties under PAGA based on predicate
 7 violations of Labor Code §§ 201-204, 221, 223, 226, 226.3, 245, 351, 353, 510,
 8 512(a), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b), 1174, and 2802 under the
 9 applicable Wage Orders (the “PAGA Released Claims”). The PAGA Released Claims are
 10 expressly limited to claims for PAGA penalties and not any underlying predicate claims or
 11 causes of action.

12 34. Release by PAGA Counsel. As of the date that Defendants fund the PAGA
 13 Penalties Amount, Plaintiff and PAGA Counsel shall release Released Parties from any
 14 claims for attorney’s fees and costs incurred in, arising out of or relating to the Action.

15 35. PAGA Settlement Administrator and Distribution Method. The PAGA
 16 Settlement Administrator shall process and distribute the PAGA Penalties Amounts and
 17 Attorney’s Fees and Costs Payment in accordance with this Agreement.

18 36. The Parties agree that the Settlement Administrator shall establish a
 19 Qualified Settlement Fund (“QSF”) that is intended to be pursuant to Section 468B of the
 20 Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1et seq., and will be administered by the
 21 Settlement Administrator as such. With respect to the QSF, the Settlement Administrator
 22 shall: (1) open and administer a settlement account in such a manner as to qualify and
 23 maintain the qualification of the QSF as a “Qualified Settlement Fund” under Section 468B
 24 of the Code and Treas. Reg. §1.468B-1; (2) satisfy all federal, state and local income and
 25 other tax reporting, return, and filing requirements with respect to the QSF (if any is
 26 required); and (3) satisfy out of the QSF all fees, expenses, and costs incurred in connection
 27 with the opening and administration of the QSF and the performance of its duties and
 28 functions as described in this Agreement. The aforementioned fees, costs, and expenses

1 shall be treated as and included in the costs of administering the QSF by the Settlement
2 Administration.

3 a. The PAGA Penalties Amount shall be available for distribution to the PAGA
4 Settlement Members and the LWDA consistent with Labor Code section
5 2699(i) and shall be allocated as follows: 65% to the LWDA (“LWDA
6 Payment”) and 35% to the PAGA Settlement Members (“PAGA Settlement
7 Members Payment”). Each PAGA Settlement Member will receive a pro rata
8 share of the PAGA Settlement Members Payment based on their Eligible Pay
9 Periods relative to the total Eligible Pay Periods of all PAGA Settlement
10 Members (“Individual PAGA Settlement Member Payment”). The Settlement
11 Administrator will calculate each PAGA Settlement Member’s pro rata share
12 of the PAGA Settlement Members Payment.

13 b. After 10 calendar days from the entry of a Court order approving the
14 Settlement, Defendants will send to the Settlement Administrator the PAGA
15 Settlement Member List. This information shall be treated as and remain
16 confidential by the Settlement Administrator and shall be used solely to
17 manage the notice and payment process described herein, shall not be
18 disclosed to PAGA Counsel or to anyone other than the necessary staff of the
19 Settlement Administrator, except as needed to effectuate the Settlement,
20 including to resolve any dispute over the amount of a PAGA Settlement
21 Member’s pro rata share of the PAGA Settlement Members Payment.

22 c. By the Funding Date, Defendants shall wire all amounts due using the wiring
23 instructions provided by the PAGA Settlement Administrator.

24 d. Within five days of the Funding Date, the PAGA Settlement Administrator
25 shall distribute the amounts for the attorneys’ fees and costs to PAGA
26 Counsel, and the PAGA Penalties Amount to the LWDA and PAGA
27 Settlement Members.
28

1 e. Because the Individual PAGA Settlement Member Payments are in
2 compromise and settlement of claims for civil penalties, the entirety of these
3 payments will be treated as non-wage income that is not subject to any
4 withholdings or deductions. The PAGA Settlement Administrator shall be
5 responsible, to the extent necessary based on the amount of a payment, for
6 all tax reporting and documentation related to the PAGA Settlement Member
7 Payments, as well as all other payments made under the Agreement. Plaintiff
8 and PAGA Counsel each agree to hold Defendants and the Released Parties
9 harmless from and against any damage or penalty incurred by Plaintiff
10 and/or PAGA Counsel as a result of any taxing authority assessing any tax or
11 penalty upon Defendants as a consequence of any tax being due and unpaid
12 on each of their portions of the Settlement. Plaintiff, PAGA Counsel,
13 Defendants, and Defendants' counsel shall not bear any responsibility for
14 errors or omissions in the calculation or distribution of the settlement
15 payments or development of the list of recipients of settlement payments or
16 any increase in the fees of the Settlement Administrator that may result from
17 such errors or omissions. Defendants nor their counsel shall have any liability
18 for any tax implications related to the receipt of settlement funds herein,
19 including by the settlement administrator. Any and all such liability and/or
20 obligations shall be borne solely by the recipients of any funds to be paid by
21 Defendant herein, except that in no case shall any PAGA Member be required
22 to pay, reimburse, or indemnify Defendants for any amounts characterized
23 or recharacterized as employer-side tax liabilities. The Parties acknowledge
24 neither Defendants' nor PAGA Counsel have provided any tax-related advice
25 whatsoever.

26 f. Because this is a PAGA settlement and not a class action settlement, and
27 because there is no claims procedure and no ability to "opt out," there will be
28 no prior notice to the PAGA Settlement Members advising them of the

1 Settlement or any procedure by which the PAGA Members must submit
2 claims in order to receive a settlement payment. However, the Individual
3 PAGA Settlement Member Payment will be accompanied by a Notice
4 informing PAGA Settlement Member why they are receiving payment
5 substantially in the form of **Exhibit A**.

- 6 g. No later than five days after the Funding Date, the Settlement Administrator
7 will mail a notice ("PAGA Notice") approved by the Court (in substantially
8 the form attached as Exhibit A) along with the Individual PAGA Settlement
9 Member Payment to the individuals in the PAGA Data. For any mailings
10 returned as undeliverable or notifying the Settlement Administrator that the
11 PAGA Settlement Member is no longer at the address provided in the PAGA
12 Settlement Member List, the PAGA Settlement Administrator shall perform
13 a skip-trace on that individual using the National Change of Address database
14 and other source(s) as necessary and will have fourteen (14) calendar days to
15 re-mail the Notice and payment to the new address found in the skip-trace.
- 16 h. PAGA Settlement Members shall have one-hundred and eighty (180)
17 calendar days to cash their Individual PAGA Settlement Member Payment
18 checks under this Agreement. Any checks not negotiated within the one-
19 hundred and eighty (180) days will be voided and will not be reissued. Any
20 funds from voided checks to PAGA Settlement Members will be sent by the
21 Settlement Administrator to the State of California Unclaimed Property Fund
22 through the State Controller's Office in the name of the PAGA Settlement
23 Member within thirty (30) calendar days after the check-cashing deadline
24 prescribed herein.
- 25 i. Upon completion of administration of the Settlement, the Settlement
26 Administrator will provide written certification of such completion to the
27 Court and counsel for the Parties that shall be filed with the Court five (5)
28

1 court days before the non-appearance compliance hearing to be set by the
2 Court.

3 37. Impact of Non-Approval by the Court. Should the Court deny approval of this
4 Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address
5 the Court's concerns in order to obtain the Court's approval, except that Defendants will
6 not be required under any circumstances to increase the amounts due under this
7 Agreement, other than provided under Paragraph 29. If the Parties cannot obtain court
8 approval, the Parties shall be restored to their respective litigation positions before they
9 entered into this Agreement. If the Court ultimately denies approval of the Agreement, or
10 if the Court's approval is reversed on appellate review, this Agreement shall be deemed null
11 and void, shall be of no force or effect whatsoever, and shall not be referred to or used for
12 any purpose whatsoever.

13 38. Applicable Law. This Agreement shall be construed and interpreted in
14 accordance with the laws of the State of California. Pursuant to California Code of Civil
15 Procedure section 664.6, the Court shall retain jurisdiction with respect to the
16 interpretation, implementation, and enforcement of the terms of this Settlement, and the
17 Parties and their counsel submit to the jurisdiction of the Court for purposes of
18 interpreting, implementing, and enforcing the Settlement embodied in this Agreement and
19 all orders and judgments entered in connection therewith. This Agreement will be binding
20 upon, and inure to the benefit of, the successors of each of the Parties.

21 39. Judgment in this Action. Within thirty (30) calendar days after the Parties
22 execute this Agreement, PAGA Counsel shall prepare, file, and serve a motion for approval
23 of this Agreement pursuant to California Labor Code § 2699(1)(2), advocating that the
24 terms of the Settlement are fair, adequate, and reasonable, and Defendants shall not
25 oppose such a motion provided that it is consistent with the terms of this Agreement. The
26 Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
27 Parties, Action, and the Settlement for purposes of (i) enforcing this Agreement and/or
28

1 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such
2 post-Judgment matters as are permitted by this Agreement or by law.

3 40. Confidentiality. The Parties agree not to issue press releases, communicate
4 with, or respond to, any media or publication entities concerning the Settlement, including
5 the fact of the Settlement, its terms or contents, and the negotiations underlying the
6 Settlement prior to approval and Entry of Judgment, except as required by law or as shall
7 be contractually required to effectuate the terms of the Settlement as set forth herein.
8 Nothing stated herein shall prohibit PAGA Counsel from discussing the Settlement, the fact
9 of Settlement, and its terms and conditions: (i) with PAGA Settlement Members, (ii) in
10 court filings, including in their respective firm resumes, and/or (iii) in all necessary
11 motions and supporting memoranda related to approval of the Settlement or for other
12 PAGA or Class settlements. This provision also does not limit PAGA Counsel (i) from
13 complying with ethical obligations; or (ii) from posting a neutral description of publicly
14 available facts regarding the Settlement, provided that such posting does not expressly
15 identify Defendant by name.

16 41. No Admission of Wrongdoing. Except for the purposes of effectuating and
17 enforcing the terms of this Agreement which include barring claims that are released
18 pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement
19 itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed
20 to be evidence for any purpose adverse to Defendants and/or any of the Released Parties,
21 including but not limited to, evidence of any violation of the Labor Code, presumption,
22 concession, indication, or admission by any of the Released Parties of any liability, fault,
23 wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in
24 evidence against Defendants and/or any of the Released Parties in any other civil, criminal,
25 or administrative action or proceeding.

26 42. Knowing and Voluntary Agreement. Each Party has carefully read, knows,
27 and understands the full contents of this Agreement and is voluntarily entering into this
28 Agreement after having received independent legal advice from her or its attorneys with

1 respect to the advisability of making the settlement provided for herein and the advisability
2 of executing this Agreement.

3 43. Joint Drafting. Each of the Parties has participated in the drafting of all
4 provisions of this Agreement, has had an adequate opportunity to read, review, and
5 consider the effect of the language of this Agreement, and has agreed to its terms.

6 44. Severability. If any provision of this Agreement is held to be invalid by a court
7 of competent jurisdiction, that provision shall be deemed severed and deleted from this
8 Agreement, and neither that provision nor its severance and deletion shall affect the
9 validity of the remaining provisions, except that if the Court severs a provision that either
10 of the Parties reasonably considers to be a material term of this Agreement, that Party shall
11 have the option to send a written notice to the other Party no later than fourteen (14)
12 calendar days after the Court severs the provision that it wishes to void the entire
13 Agreement and to restore the Parties to their litigation positions as of before this
14 Agreement was reached. If the Parties are thereafter unable to resolve the issue by
15 reasonable efforts, this Agreement in its entirety shall be deemed null and void, shall be of
16 no force or effect whatsoever, and shall not be referred to or used for any purpose
17 whatsoever. In such case, the Party seeking to void the agreement shall be liable for any
18 costs incurred by the Administrator through that date.

19 45. Counterparts. This Agreement may be signed in counterparts. Fax, scan,
20 and/or electronic copies of signatures shall be deemed effective as originals.

21 46. Entire Agreement. This Agreement sets forth the entire agreement between
22 the Parties hereto and fully supersedes any and all prior and/or supplemental
23 understandings, whether written or oral, between the Parties concerning the subject matter
24 of this Agreement. Any modification to this Agreement must be in writing and signed by
25 Plaintiff and PAGA Counsel and Defendants and Defendants' counsel.

26 47. Waiver of right to appeal. Any Party may terminate this Settlement or appeal
27 any Court order which is not in substantially the form submitted by the Parties, except in
28 the event that the Court reduces or does not approve PAGA Counsel's requested fee award

1 and costs, Plaintiff and PAGA Counsel shall not terminate this Settlement and shall not
2 appeal any judgment or order on that basis.

3 48. Cooperation. All Parties will cooperate in good faith and apply their best
4 efforts to implement this Settlement by, among other things, executing all documents to
5 the extent reasonably necessary to effectuate the terms of this Settlement Agreement,
6 submitting supplemental evidence and/or supplemental points and authorities if
7 requested by the Court, or making changes to the Settlement if requested by the Court that
8 do not materially affect the essential settlement terms.

9 49. Enforcement Actions. In the event that one or more of the Parties institute
10 any legal action, motion, petition, or other proceeding against any other Party or Parties to
11 enforce the provisions of this Settlement or to declare rights and/or obligations under this
12 Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful
13 Party or Parties reasonable attorneys' fees and costs, including expert witness fees
14 incurred.

15 50. No Prior Assignments. The Parties separately represent and warrant that
16 they have not directly or indirectly assigned, transferred, encumbered or purported to
17 assign, transfer or encumber to any person or entity and portion of any liability, claim,
18 demand, action, cause of action or right released and discharged by the Party in this
19 Settlement.

20 51. Notice. All notices, demands or other communications between the Parties in
21 connection with this Agreement will be in writing and deemed to have been duly given as
22 of the third business day after mailing by United States mail, or the day sent by email or
23 messenger, addressed as follows:

24 To Plaintiff: ELLIOT J. SIEGEL
25 elliot@kingsiegel.com
26 KING & SIEGEL LLP
27 724 S. Spring Street, Suite 201
28 Los Angeles, California 90014
tel: (213) 465-4802
fax: (213) 465-4803

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To Defendant: DINA GLUCKSMAN
dglucksman@grsm.com
LESLIE JOYNER
ljoyner@grsm.com
EMILIE MACLEAN
emaclean@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 W. Fifth Street, 52nd Floor
Los Angeles, CA 90071
Tel: (213) 230-4268

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
2 Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

3

4 DATED: 06 / 04 / 2025

By: Ronald L B

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RONALD BEARDSLEY

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Individually and on behalf of the PAGA
Settlement Members and State of California

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9 DATED: _____

By: _____

10

Name: Adriana Wells

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Title: Executive Director, Human Resources

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On behalf of Defendant ALISAL PROPERTIES
D/B/A ALISAL RANCH

13 DATED: _____

By: _____

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JAMES HILAND JACKSON

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Defendant

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King & Siegel LLP

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint Stip-
2 ulation of Settlement of PAGA Representative Action as of the date set forth below.

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DATED: _____ By: _____
RONALD BEARDSLEY
Individually and on behalf of the PAGA
Settlement Members and State of California

May 28, 2025 | 4:11 PM PDT
DATED: _____ By: _____
Name: Adriana Wells
Title: Executive Director, Human Resources
On behalf of Defendant ALISAL PROPERTIES
D/B/A ALISAL RANCH

June 2, 2025 | 1:08 PM PDT
DATED: _____ By: _____
JAMES HILAND JACKSON
Defendant

Exhibit A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Ronald Beardsley v. Alisal Properties d/b/a/Alisal Ranch, et al.
Santa Barbara Superior Court, Case No. 24CV03864

You are **not** being sued. This is **not** an advertisement. This notice affects your rights.

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

NOTICE OF PAGA SETTLEMENT

On [REDACTED], the Honorable Thomas P. Anderle of the Superior Court of California for the County of Santa Barbara granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the PAGA Settlement Members Payment.

The Aggrieved Employees (otherwise referred to herein as PAGA Settlement Members) are all non-exempt employees of Defendants who worked at least one 3.5-hour shift in California from July 11, 2023 through [date].

You are receiving this Notice because you are a PAGA Settlement Member who is to be paid under the Settlement.

In this lawsuit, Plaintiff claims that Alisal Properties d/b/a Alisal Ranch and James Hiland Jackson ("Defendants") failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, provision of reimbursement of necessary business expenses, provision of accurate wages statements, and timely payment of wages. Plaintiff sought civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under the Private Attorneys General Act ("PAGA") arising out of these alleged violations.

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

CALCULATION OF INDIVIDUAL PAGA PAYMENTS

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorneys' fees and costs, costs of administration of settlement as PAGA

Penalties is to be split between the State of California and the PAGA Settlement Members. The State receives 65% of the PAGA Penalties Amount and the PAGA Settlement Members receive 35% of the PAGA Penalties Amount (to be allocated on a pro rata basis). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”).

You worked <<**IndividualPayPeriods**>> pay periods during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is <<**TotalPayPeriods**>>. Therefore, your Individual PAGA Settlement Member Payment is <<**CheckAmount**>>.

RELEASE

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter and Plaintiff’s Complaint or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiff’s Complaint (“PAGA Released Claims”), specifically claims for civil penalties under PAGA arising out of predicate violations of Labor Code §§ 201-204, 221, 223, 226, 226.3, 245, 351, 353, 510, 512(a), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 226.7(b), 1174, and 2802 and the applicable Wage Orders. The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action.

“Released Parties” means Defendants Alisal Properties d/b/a Alisal Ranch and James Hiland Jackson, and their former and present officers, directors, employees shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be deemed to have released all Released Claims and will be barred from proceeding with any claim released by this Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Santa Barbara, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Plaintiff’s Counsel.

The attorneys for Plaintiff and the PAGA Settlement Members ("PAGA Counsel") are:

Elliot J. Siegel
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

You may call the Settlement Administrator, [REDACTED], toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such an event, the Settlement Administrator shall direct all unclaimed funds to the State of California's Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
OR DEFENDANTS' ATTORNEYS WITH QUESTIONS.**

Exhibit B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

RONALD BEARDSLEY, individually
and on behalf of all similarly situated
individuals,

Plaintiff,

vs.

ALISAL PROPERTIES D/B/A
ALISAL RANCH, a California
Corporation; **JAMES HILAND**
JACKSON, an individual; and DOES 1-
100;

Defendants.

CASE NO. 24CV03864

[Assigned to Honorable Thomas P.
Anderle, Department 3]

PAGA ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S UNOPPOSED
MOTION FOR APPROVAL OF
SETTLEMENT PURSUANT TO THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (“PAGA”) AND
ENTERING JUDGMENT**

Date: February 19, 2025 [Reserved]
Time: 10:00 a.m.
Dept.: 3

1 to reasonably evaluate their respective positions in reaching the Settlement

2 7. The Court further finds that the Settlement is, in all respects, fair, adequate,
3 and reasonable, consistent and compliant with all applicable requirements of the California
4 Code of Civil Procedure, the California and United States Constitutions, including the Due
5 Process clauses, the California Rules of Court, and any other applicable law, and in the best
6 interests of each of the State and the PAGA Settlement Members.

7 8. The Court finds that Plaintiff's Counsel timely provided adequate notice of the
8 Settlement to the California Labor and Workforce Development Agency ("LWDA") in
9 accordance with California Labor Code § 2699(l)(2) and the LWDA did not take action in
10 response to that submission as of the date of this Order.

11 9. The Court finds and determines that the LWDA Payment is fair, reasonable,
12 and appropriate under PAGA's requirements. The Court hereby approves and orders the
13 LWDA Payment be made to the LWDA in accordance with the Settlement Agreement.

14 10. The Court finds and determines that the Individual PAGA Settlement Member
15 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as
16 their share of civil penalties in this case are fair and reasonable and consistent with PAGA's
17 requirements for allocation of penalties. The Court hereby approves and orders the payment
18 of those amounts to be made to the PAGA Settlement Members in accordance with the
19 Settlement Agreement.

20 11. The Court finds and determines that the estimated fees and expenses in
21 administering the Settlement Agreement by the Settlement Administrator in the amount of
22 \$3,000 are fair and reasonable. The Court hereby approves and orders that the payment of
23 that amount to the Settlement Administrator in accordance with the Settlement Agreement.

24 12. Pursuant to the terms of the Settlement Agreement, and the evidence and
25 arguments submitted by Plaintiff's Counsel, the Court approves PAGA Counsel's request for
26 attorneys' fees in the amount of \$89,000 as fair, reasonable and appropriate.³ The Court

27
28 ³ The Court further finds that the hours worked and hourly rates charged by Plaintiff's
Counsel in the lodestar cross-check to be fair and reasonable in light of their background,
experience, and quality of representation.

1 hereby orders the this payment to Plaintiff's Counsel in accordance with the terms of the
2 Settlement Agreement.

3 13. Pursuant to the terms of the Settlement Agreement, and the evidence and
4 arguments submitted by Plaintiff's Counsel, the Court approves PAGA's Counsel's request
5 for reimbursement of actual and incurred litigation costs in the amount of \$16,706.80. The
6 Court finds this amount to be fair and reasonable. The Court hereby orders this payment to
7 Plaintiff's Counsel in accordance with the terms of the Settlement Agreement.

8 14. Upon completion of administration of the Settlement as set forth below,
9 Plaintiff, the PAGA Settlement Members and the State release Defendants Alisal Properties
10 d/b/a Alisal Ranch and James Hiland Jackson and its former and present officers, directors,
11 employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns,
12 subsidiaries, affiliates, and agents, from claims for civil penalties under PAGA that were
13 alleged, or reasonably could have been alleged, based on the facts stated in the operative
14 Complaint or PAGA Notice during the period from July 11, 2023 through the date of
15 execution of this Order by the Court.

16 15. The Settlement Agreement is not an admission by Defendants, nor is this
17 Order and Judgment a finding of validity as to any allegations by Plaintiff or of any Labor
18 Code violations or other wrongdoing by Defendants or any other Releasees. Neither this
19 Order and Judgment, the Settlement Agreement, or any other documents referred to herein,
20 nor any action taken to carry out the Settlement Agreement, may be construed as, or may be
21 used as, an admission of any violations, fault, wrongdoing, omission, or liability whatsoever
22 by or against Defendants or other Releasees.

23 16. Without affecting the finality of this Order or the Entry of Judgment in any
24 way, the Court retains jurisdiction of all matters relating to the interpretation,
25 administration, implementation, effectuation, and enforcement of this Order and the
26 Settlement.

27 17. Nothing in this order shall preclude any action to enforce the Parties'
28 obligations under the Settlement or under this Order, including the requirement that

1 Defendants fund the PAGA Penalties Amount and Attorney's Fees and Costs Payment in
2 accordance with the Settlement Agreement. The Parties will bear their own costs and
3 attorneys' fees except as otherwise provided by this Court's Order and as provided for in the
4 Settlement Agreement.

5 18. PAGA Counsel is ordered to provide the LWDA with an electronic copy of this
6 order within ten (10) calendar days after the Court's entry of this Order.

7 19. Upon completion of administration of the Settlement, the Settlement
8 Administrator will provide written certification of such completion to the Court and counsel
9 for the Parties that shall be filed with the Court five (5) court days before the non-appearance
10 compliance hearing set for [REDACTED], 2025 at [REDACTED] [a.m./p.m.], in Department
11 3.

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13 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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15 DATED: _____

16 _____
17 The Honorable Thomas P. Anderle
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