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16 Attorneys for Plaintiff

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

19 VINCENT LESLIE, an individual(s), on behalf  
20 of himself and on behalf of all persons similarly  
21 situated,

22 Plaintiffs,

23 v.

24 P.F.C ENTERPRISES, INC. dba ALLEN  
25 PROPERTIES, a California Corporation; and  
26 DOES 1 through 50, Inclusive,

27 Defendants.

Case No.: CIVSB2207363

[Action Filed April 1, 2022]

**STIPULATION OF SETTLEMENT OF  
CLASS AND PAGA ACTION CLAIMS  
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff VINCENT LESLIE (hereinafter “Plaintiff”), an individual, on  
3 behalf of the Settlement Class, and in his representative capacity on behalf of the State of California  
4 and the PAGA Employees, and Defendant P.F.C ENTERPRISES, INC. dba ALLEN PROPERTIES  
5 (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Leslie v. P.F.C.*  
8 *Enterprises, Inc. dba Allen Properties, et al.*, San Bernardino County Superior Court,  
9 Case No. CIVSB2207376, filed April 1, 2022.
- 10 B. “PAGA Employees” means all non-exempt employees who are or previously were  
11 employed by Defendant and performed work in California during the period of  
12 January 20, 2021 to September 27, 2023 (the “PAGA Period”).
- 13 C. “PAGA Employee Payment” means 25% (\$10,000 out of \$40,000) of the PAGA  
14 Payment being paid to the PAGA Employees.
- 15 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
16 Class and PAGA Action and Release of Claims.
- 17 E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be  
18 paid to Class Counsel for the expenses they have incurred of up to \$20,000.00.
- 19 F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to  
20 Class Counsel for the services they have rendered to Plaintiff and the Settlement  
21 Class in the Action, currently not to exceed one-third of the Gross Settlement  
22 Amount currently estimated to be \$256,666.67 out of \$770,000.00. Attorneys’ Fees  
23 will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and  
24 50% to Zakay Law Group, APLC).
- 25 G. “Claims Administrator” means APEX Class Actions, 18 Technology Drive, Ste. 164,  
26 Irvine, CA 92618; Tel: 1-800-355-0700; Fax: (949)878-3536. The Claims  
27 Administrator establishes, designates and maintains, as a QSF under Internal  
28 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which

1 the amount of the Gross Settlement Amount is deposited for the purpose of resolving  
2 the claims of Settlement Class Members. The Claims Administrator shall maintain  
3 the funds until distribution in an account(s) segregated from the assets of Defendant  
4 and any person related to Defendant. All accrued interest shall be paid and distributed  
5 to the Settlement Class Members as part of their respective Individual Settlement  
6 Payment.

7 H. "Claims Administration Expenses" shall mean the amount paid to the Claims  
8 Administrator from the Gross Settlement Amount for administering the Settlement  
9 pursuant to this agreement currently estimated not to exceed \$8,500.

10 I. "Class" or the "Class Members" means all non-exempt employees who are or  
11 previously were employed by Defendant and performed work in California during the  
12 period of April 1, 2018 to September 27, 2023 (the "Class Period").

13 J. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and  
14 Shani Zakay of Zakay Law Group, APLC.

15 K. "Class Data" means information regarding Class Members that Defendant will in  
16 good faith compile from its records and provide to the Claims Administrator. It shall  
17 be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
18 Member's full name; last known address; Social Security Number; start dates and end  
19 dates of employment. In no event will this information ever be shared with or  
20 provided to Class Counsel.

21 L. "Class Period" means the period beginning April 1, 2018 through September 27,  
22 2023.

23 M. "Class Representative" shall mean plaintiff Vincent Leslie.

24 N. "Class Representative Service Award" means an award in the amount of up to  
25 \$10,000, in addition to his Individual Settlement Payment and his individual PAGA  
26 Employee Payment, in recognition of his efforts and risks in assisting with the  
27 prosecution of the Action and for a general release of all claims against the Plaintiff's  
28

1 Released Parties. The Class Representative Service Award will be paid from the  
2 Gross Settlement Amount.

3 O. "Court" means the Superior Court for the State of California, County of San  
4 Bernardino currently presiding over the Action.

5 P. "Defendant" shall mean P.F.C. Enterprises, Inc. dba Allen Properties.

6 Q. "Effective Date" means the date by which this Settlement is finally approved as  
7 provided herein and the Court's Judgment becomes binding. For purposes of this  
8 Agreement, the Judgment becomes binding upon the later of: (i) sixty-two (62) days  
9 after service of the notice of entry of Judgment, and no appeal is filed within that  
10 period; (ii) if an appeal is filed, then the appeal is finally disposed of by ruling,  
11 dismissal, denial or otherwise, the day after the last date for filing a request for further  
12 review of the Court of Appeal's decision passes, and no further review is requested,  
13 (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or  
14 otherwise by the Court of Appeal, and further review is denied with prejudice and/or  
15 no further review of the judgment can be requested; or (iv) if review is accepted, the  
16 day the California Supreme Court affirms the Settlement and the order is not subject  
17 to judicial review.

18 R. "Funding Date" shall mean the date by which Defendant has paid the entire Gross  
19 Settlement Amount to the Claims Administrator in accord with the terms of this  
20 Agreement, including payment for all claims, payment of Claims Administration  
21 Expenses, Attorneys' Fees, Attorneys' Expenses, Class Representative Service  
22 Award, and PAGA Payment. Defendant will pay the Gross Settlement Amount to the  
23 Claims Administrator within fifteen (15) days of the Effective Date.

24 S. "Gross Settlement Amount" means an amount not to exceed Seven Hundred, Seventy  
25 Thousand Dollars and Zero Cents (\$770,000.00) that Defendant must pay into the  
26 QSF in connection with this Settlement, inclusive of the sum of Individual Settlement  
27 Payments, Claims Administration Expenses, Attorneys' Fees and Attorneys'  
28 Expenses, Class Representative Service Award, and the PAGA Payment and

1 *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment  
2 under this Settlement. The employer’s share of payroll taxes shall not be paid from  
3 the Gross Settlement Amount and shall remain the sole responsibility of the  
4 Defendant. The Gross Settlement Amount shall be all-in with no reversion to  
5 Defendant.

6 T. “Individual Settlement Payment” or “Individual Settlement Payments” means the  
7 amount payable from the Net Settlement Amount to each Settlement Class Member  
8 and excludes any amounts distributed to PAGA Employees pursuant to PAGA.

9 U. “LWDA Payment” means 75% (\$30,000 out of \$40,000) of the PAGA Payment being  
10 paid to the Labor and Workforce Development Agency.

11 V. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less  
12 Attorneys’ Fees and Attorneys’ Expenses, Class Representative Service Award,  
13 PAGA Payment, and Claims Administration Expenses.

14 W. “Notice Packet” means the Class Notice to be provided to the Class Members by the  
15 Claims Administrator in the form set forth as **Exhibit A** to this Agreement (other than  
16 formatting changes to facilitate printing by the Claims Administrator).

17 X. “Operative Complaint” shall mean the Complaint on file in the Action filed on April  
18 1, 2022.

19 Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,  
20 Labor Code § 2698 *et seq.*

21 Z. “PAGA Payment Ratio” means the respective PAGA Pay Periods during the PAGA  
22 Period for each PAGA Employee divided by the sum total of the PAGA Pay Periods  
23 for all PAGA Employees during the PAGA Period.

24 AA. “PAGA Pay Periods,” for purposes of calculating the distribution of the PAGA  
25 Employee Payment, as defined herein, means the number of pay periods of  
26 employment during the PAGA Period that each PAGA Employee worked in  
27 California.

1 BB. "PAGA Payment" shall mean Forty Thousand Dollars (\$40,000.00) to be allocated  
2 from the Gross Settlement Amount, with 25% of the payment going to the PAGA  
3 Employees and 75% of the payment going to the Labor and Workforce Development  
4 Agency. The amount of the PAGA Payment is subject to Court approval pursuant to  
5 California Labor Code section 2699(l). Any reallocation of the Gross Settlement  
6 Amount to increase the PAGA Payment will not constitute grounds by either party to  
7 void this Agreement, so long as the Gross Settlement Amount remains the same.

8 CC. "PAGA Period" means the period beginning January 20, 2021 to September 27, 2023.

9 DD. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
10 Plaintiff or Defendant, individually.

11 EE. "Payment Ratio" means the respective Workweeks for each Class Member divided  
12 by the sum-total Workweeks for all Class Members.

13 FF. "Plaintiff" shall mean Vincent Leslie.

14 GG. "Plaintiff's Release" means all claims he has or may have against the Released  
15 Parties, including a waiver of any and all provisions of California Civil Code section  
16 1542, as further defined below.

17 HH. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
18 by the Claims Administrator to fund the Gross Settlement Amount.

19 II. "Released Class Claims" are defined as: (a) all claims asserted in Plaintiff's  
20 Complaint, and potential claims reasonably arising out of or in any way relating to  
21 the same set of operative facts and/or theories pled therein, including the alleged  
22 failure of Defendant to provide Class Members with compensation as required by  
23 federal and/or state law, and including but not limited to Class Members' claims and  
24 potential claims concerning wages, expense reimbursements, deductions, paid sick  
25 leave, record keeping, off the clock work, commissions, incentive pay, bonuses,  
26 minimum wages, overtime, meal periods and premiums, rest periods and premiums,  
27 timely payment of wages, itemized wage statement penalties and damages under  
28 California and/or federal law, including the Fair Labor Standards Act, the failure to

1 pay penalties and premiums under the California Labor Code, including without  
2 limitation Labor Code § 201-203, 204, 210, 218.6, 221, 223, 224, 225.5, 226, 226.3,  
3 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, Bus. and  
4 Prof. Code sections 17200, et seq., the Fair Labor Standards Act, the Wage Orders,  
5 and any other claims whatsoever alleged in this action; and (b) the claims for relief  
6 asserted in the action. In the event that the Court does not approve the content or  
7 scope of this release, or the LWDA elects to investigate the asserted PAGA claims,  
8 Defendant may, at its election, rescind the Settlement and all actions taken in  
9 furtherance of it will be null and void.

10 JJ. “Released PAGA Claims” are defined as: (a) all PAGA claims asserted in Plaintiff’s  
11 Complaint and/or Plaintiff’s PAGA notice to the LWDA, and potential claims  
12 reasonably arising out of or reasonably relating to the same set of operative facts  
13 and/or theories pled therein, including the alleged failure of Defendant to provide  
14 PAGA Employees with compensation as required by federal and/or state law, and  
15 including but not limited to PAGA Employees’ claims and potential claims  
16 concerning wages, expense reimbursements, deductions, paid sick leave, record  
17 keeping, off the clock work, commissions, incentive pay, bonuses, minimum wages,  
18 overtime, meal periods and premiums, rest periods and premiums, timely payment of  
19 wages, itemized wage statement penalties and damages under California law,  
20 including the failure to pay penalties and premiums under the California Labor Code,  
21 including without limitation Labor Code § 201-203, 204, 210, 218.6, 221, 223, 224,  
22 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,  
23 2698, et seq., 2802, the Wage Orders, the Labor Code Private Attorneys General Act  
24 of 2004, and any other PAGA claims whatsoever alleged in this action; and (b) the  
25 claims for relief asserted in the action. In the event that the Court does not approve  
26 the content or scope of this release, or the LWDA elects to investigate the asserted  
27 PAGA claims, Defendant may, at its election, rescind the Settlement and all actions  
28 taken in furtherance of it will be null and void.

- 1           KK. “Released Parties” shall mean Defendant and each of its past or present officers,  
2           directors, shareholders, employees, agents, principals, heirs, representatives,  
3           members, clients, insurers, and its and their respective successors and predecessors in  
4           interest, subsidiaries, affiliates, parent companies and attorneys.
- 5           LL. “Response Deadline” means the date forty-five (45) calendar days after the Claims  
6           Administrator mails Notice Packets to Class Members and the last date on which  
7           Class Members may submit requests for exclusion or objections to the Settlement.
- 8           MM. “Settlement” means the disposition of the Action pursuant to this Agreement.
- 9           NN. “Settlement Class Members” or “Settlement Class” means all Class Members who  
10          have not submitted a timely and valid request for exclusion as provided in this  
11          Agreement.
- 12          OO. “Workweeks,” for purposes of calculating the distribution of the Net Settlement  
13          Amount, means the number of weeks of employment during the Class Period that  
14          each Class Member was employed by Defendant in California.

15   **II.   RECITALS**

- 16          A.    On January 20, 2022, Plaintiff filed a Notice of Violations with the Labor and  
17          Workforce Development Agency (LWDA) and served the same on Defendant.
- 18          B.    On April 1, 2022, Plaintiff filed the Action, alleging claims for:
- 19                  1.    Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
- 20                  2.    Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1);
- 21                  3.    Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
- 22                  4.    Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the  
23                  applicable Wage Order);
- 24                  5.    Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the  
25                  applicable wage order);
- 26                  6.    Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2  
27                  *et seq.*);
- 28                  7.    Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203);



- 1           8.     Failure to Reimburse for Required Expenses (Labor Code § 2802);
- 2           9.     Unlawful Deductions; and
- 3           10.    Violation of the Private Attorneys General Act (Labor Code §§ 2698 et seq.)

4           C.     The Class Representative believes he has claims based on alleged violations of the  
5           California Labor Code, and the Industrial Welfare Commission Wage Orders, and  
6           that class certification is appropriate because the prerequisites for class certification  
7           can be satisfied in the Action, and that this action is manageable as a PAGA  
8           representative action.

9           D.     Defendant denies any liability or wrongdoing of any kind associated with the claims  
10          alleged in the Action, disputes any wages, damages and penalties claimed by the Class  
11          Representative are owed, and further contends that, for any purpose other than  
12          settlement, the Action is not appropriate for class or representative action treatment.  
13          Defendant contends, among other things, that at all times it complied with the  
14          California Labor Code and the Industrial Welfare Commission Wage Orders.

15          E.     The Class Representative is represented by Class Counsel. Class Counsel investigated  
16          the facts relevant to the Action, including conducting an independent investigation as  
17          to the allegations, reviewing documents and information exchanged through informal  
18          discovery, and reviewing documents and information provided by Defendant  
19          pursuant to informal requests for information to prepare for mediation. Defendant  
20          produced for the purpose of settlement negotiations certain employment data  
21          concerning the Settlement Class, which Class Counsel reviewed and analyzed with  
22          the assistance of an expert. Based on their own independent investigation and  
23          evaluation, Class Counsel are of the opinion that the Settlement with Defendant is  
24          fair, reasonable, and adequate, and is in the best interest of the Settlement Class  
25          considering all known facts and circumstances, including the risks of significant  
26          delay, defenses asserted by Defendant, uncertainties regarding class certification, and  
27          numerous potential appellate issues. Although it denies any liability, Defendant is  
28          agreeing to this Settlement solely to avoid the inconveniences and cost of further

1 litigation. The Parties and their counsel have agreed to settle the claims on the terms  
2 set forth in this Agreement.

3 F. On May 1, 2023, the Parties participated in mediation presided over by Jill R. Sperber,  
4 Esq., a mediator of wage and hour class and PAGA actions. Although the mediation  
5 concluded without a settlement, the Parties subsequently accepted a mediator's  
6 proposal, which was subsequently memorialized in the form of a Memorandum of  
7 Understanding.

8 G. This Agreement replaces and supersedes the Memorandum of Understanding and any  
9 other agreements, understandings, or representations between the Parties. This  
10 Agreement represents a compromise and settlement of highly disputed claims.  
11 Nothing in this Agreement is intended or will be construed as an admission by  
12 Defendant that the claims in the Action of Plaintiff or the Class Members have merit  
13 or that Defendant bears any liability to Plaintiff or the Class on those claims or any  
14 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action  
15 have merit.

16 H. The Parties believe that the Settlement is fair, reasonable and adequate. The  
17 Settlement was arrived at through arm's-length negotiations, taking into account all  
18 relevant factors. The Parties recognize the uncertainty, risk, expense and delay  
19 attendant to continuing the Action through trial and any appeal. Accordingly, the  
20 Parties desire to settle, compromise and discharge all disputes and claims arising from  
21 or relating to the Action fully, finally, and forever.

22 I. The Parties agree to certification of the Class for purposes of this Settlement only. If  
23 for any reason the settlement does not become effective, Defendant reserves the right  
24 to contest certification of any class for any reason and reserves all available defenses  
25 to the claims in the Action.

26 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

27 **III. TERMS OF AGREEMENT**

28 A. Settlement Consideration and Settlement Payments by Defendant.

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1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Class Representative Service Award, the Attorneys’ Fees and Attorneys’ Expenses, PAGA Payment, and the Claims Administration Expenses, as specified in this Agreement, equal to the Gross Settlement Amount of Seven Hundred and Seventy Thousand Dollars (\$770,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant’s share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.
  
2. Class Size and Workweek Information. Defendant represents that, as of May 30, 2023, there were approximately 310 Class Members who worked approximately 36,584 workweeks (“Workweeks”) during the Class Period. Defendant will provide a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the Class Period one week prior to Plaintiff’s deadline to file his motion for preliminary approval of the settlement. If the workweek number increases by more than 10% of the estimate stated herein, the Gross Settlement Amount will increase proportionally for the number of workweeks over 110% of 36,584 (40,242).
  
3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Claims Administrator by the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

1           4.     Defendant's Share of Payroll Taxes. Defendant's share of employer side  
2           payroll taxes is in addition to the Gross Settlement Amount and shall be paid  
3           together with the Gross Settlement Amount on the Funding Date.

4           B.     Release by Settlement Class Members. As of the Funding Date, in exchange for the  
5           consideration set forth in this Agreement, Plaintiff and the Settlement Class Members  
6           release the Released Parties from the Released Class Claims for the Class Period.  
7           Additionally, upon the Funding Date, any Settlement Class Member who timely cashes  
8           (or otherwise negotiates) his or her Individual Settlement Payment check will be  
9           deemed to have opted into the action for purposes of the FLSA, and, as to those  
10          Settlement Class Members, the Released Claims include any and all claims the  
11          Settlement Class Members may have under the FLSA arising under or related to the  
12          alleged claims during the Class Period. Only those Settlement Class Members who  
13          timely cash their Individual Settlement Payment check will be deemed to have opted  
14          into the action for purposes of the FLSA and thereby release and waive any of their  
15          claims under the FLSA arising under or relating to the Released Claims. The following  
16          language will be printed on the reverse of each Individual Settlement Payment check,  
17          or words to this effect: "By endorsing or otherwise negotiating this check, I consent to  
18          join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to  
19          participate in the settlement of the FLSA claims, and agree to release all of my FLSA  
20          claims that are covered by the Settlement."

21          C.     Release by the PAGA Employees. As of the Funding Date, in exchange for the  
22          consideration set forth in this Agreement, the Plaintiff, the PAGA Employees, the  
23          LWDA and the State of California release the Released Parties from the Released  
24          PAGA Claims for the PAGA Period. As a result of this release, the PAGA Employees  
25          shall be precluded from bringing claims against Defendant for the Released PAGA  
26          Claims. In exchange for the PAGA Payment, Defendant cannot henceforth be liable  
27          for any penalties pursuant to PAGA stemming from the Released Claims or Released  
28          PAGA Claims. The Parties further stipulate and agree that even if any PAGA

1 Employee is considered or determined to be an “aggrieved employee” for purposes of  
2 the PAGA, said PAGA Employees waive any potential right to recovery any penalty  
3 allowed by the PAGA relating to the Released Claims or Released PAGA Claims.

4 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth  
5 in this Agreement, in addition to the releases above, Plaintiff waives, releases, acquits  
6 and forever discharges the Released Parties from any and all claims, demands, rights,  
7 liability and causes of action of every nature and description whatsoever, whether  
8 known or unknown, asserted or that might have been asserted, which exist or may exist  
9 on either Plaintiff’s behalf as of the Effective Date of this Agreement, including but  
10 not limited to any and all tort claims, contract claims, wage claims, wrongful  
11 termination claims, disability claims, benefit claims, public policy claims, retaliation  
12 claims, statutory claims, personal injury claims, emotional distress claims, invasion of  
13 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and  
14 all claims arising under any federal, state or other governmental statute, law, regulation  
15 or ordinance, including, but not limited to claims for violation of the Fair Labor  
16 Standards Act, the California Labor Code, the Wage Orders of California’s Industrial  
17 Welfare Commission, other state wage and hour laws, the Americans with Disabilities  
18 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement  
19 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair  
20 Employment and Housing Act, the California Family Rights Act, the Family Medical  
21 Leave Act, California’s Whistleblower Protection Act, California Business &  
22 Professions Code Section 17200 et seq., and any and all claims arising under any  
23 federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also  
24 waives and relinquishes any and all claims, rights or benefits that he may have under  
25 California Civil Code § 1542, which provides as follows:

26  
27 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***  
28 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***

1                   ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***  
2                   ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***  
3                   ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***  
4                   ***OR RELEASED PARTY.***

5  
6                   Thus, notwithstanding the provisions of section 1542, and to implement a full and  
7                   complete release and discharge of the Released Parties, Plaintiff expressly  
8                   acknowledges this Settlement Agreement is intended to include in its effect, without  
9                   limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at  
10                  the time of signing this Settlement Agreement, and that this Settlement Agreement  
11                  contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff  
12                  has read this Settlement Agreement, including this waiver of California Civil Code  
13                  section 1542, and that Plaintiff has consulted with or had the opportunity to consult  
14                  with counsel of Plaintiff's choosing about this Settlement Agreement and specifically  
15                  about the waiver of section 1542, and that Plaintiff understands this Settlement  
16                  Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters  
17                  into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may  
18                  discover facts different from or in addition to those Plaintiff now knows or believes to  
19                  be true regarding the matters released or described in this Settlement Agreement, and  
20                  even so Plaintiff agrees that the releases and agreements contained in this Settlement  
21                  Agreement shall remain effective in all respects notwithstanding any later discovery  
22                  of any different or additional facts. Plaintiff expressly assumes any and all risk of any  
23                  mistake in connection with the true facts involved in the matters, disputes, or  
24                  controversies released or described in this Settlement Agreement or with regard to any  
25                  facts now unknown to Plaintiff relating thereto.

26                  E.    Conditions Precedent: This Settlement will become final and effective only upon the  
27                  occurrence of all of the following events:

- 28                        1.    The Court enters an order granting preliminary approval of the Settlement;

- 1           2.     The Court enters an order granting final approval of the Settlement and a Final  
2           Judgment;
- 3           3.     If an objector appears at the final approval hearing, the time for appeal of the  
4           Final Judgment and Order Granting Final Approval of Class Action  
5           Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
6           any appeal from the Judgment and Order Granting Final Approval of Class  
7           Action Settlement; and
- 8           4.     Defendant fully funds the Gross Settlement Amount.

9     F.     Nullification of Settlement Agreement.   If this Settlement Agreement is not  
10           preliminarily or finally approved by the Court, fails to become effective, or is reversed,  
11           withdrawn or modified by the Court, or in any way prevents or prohibits Defendant  
12           from obtaining a complete resolution of the Released Claims, or if Defendant fails to  
13           fully fund the Gross Settlement Amount:

- 14           1.     This Settlement Agreement shall be void *ab initio* and of no force or effect,  
15           and shall not be admissible in any judicial, administrative or arbitral  
16           proceeding for any purpose or with respect to any issue, substantive or  
17           procedural;
- 18           2.     The conditional class certification (obtained for any purpose) shall be void *ab*  
19           *initio* and of no force or effect, and shall not be admissible in any judicial,  
20           administrative or arbitral proceeding for any purpose or with respect to any  
21           issue, substantive or procedural;
- 22           3.     None of the Parties to this Settlement will be deemed to have waived any  
23           claims, objections, defenses or arguments in the Action, including with respect  
24           to the issue of class certification; and
- 25           4.     Defendant shall bear the sole responsibility for any cost to issue or reissue any  
26           curative notice to the Settlement Class Members and all Claims  
27           Administration Expenses incurred to the date of nullification.

1 G. Certification of the Settlement Class. The Parties stipulate to conditional class  
2 certification of the Class for the Class Period for purposes of settlement only. In the  
3 event that this Settlement is not approved by the Court, fails to become effective, or is  
4 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
5 Defendant from obtaining a complete resolution of the Released Claims, the  
6 conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
7 no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
8 proceeding for any purpose or with respect to any issue, substantive or procedural.

9 H. Tax Liability. The Parties make no representations as to the tax treatment or legal  
10 effect of the payments called for, and Class Members and/or PAGA Employees are  
11 not relying on any statement or representation by the Parties in this regard. Class  
12 Members and/or PAGA Employees understand and agree that they will be responsible  
13 for the payment of any taxes and penalties assessed on the Individual Settlement  
14 Payments and/or PAGA Employees' individual shares of the PAGA Employee  
15 Payment described and will be solely responsible for any penalties or other obligations  
16 resulting from their personal tax reporting of Individual Settlement Payments and/or  
17 PAGA Employees' individual shares of the PAGA Employee Payment.

18 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
19 the "acknowledging party" and each Party to this Agreement other than the  
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
21 of this Agreement, and no written communication or disclosure between or among the  
22 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
23 such communication or disclosure constitute or be construed or be relied upon as, tax  
24 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
25 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
26 her or its own, independent legal and tax counsel for advice (including tax advice) in  
27 connection with this Agreement, (b) has not entered into this Agreement based upon  
28 the recommendation of any other Party or any attorney or advisor to any other Party,



1 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
2 or adviser to any other party to avoid any tax penalty that may be imposed on the  
3 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
4 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
6 the acknowledging party of the tax treatment or tax structure of any transaction,  
7 including any transaction contemplated by this Agreement.

8 J. Preliminary Approval Motion. Class Counsel shall use their best efforts to draft and  
9 file the motion for preliminary approval within seventy-five (75) calendar days of  
10 execution of this Agreement, or within the statutory timeframe as determined by the  
11 Court's setting of the preliminary approval hearing, which shall include this Settlement  
12 Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 5  
13 business days prior to the filing of the Motion to give Defendant an opportunity to  
14 propose changes or additions to the Motion.

15 K. Claims Administrator. The Claims Administrator shall be responsible for: establishing  
16 and administering the QSF; calculating, processing and mailing payments to the Class  
17 Representative, Class Counsel, LWDA and Class Members; printing and mailing the  
18 Notice Packets to the Class Members as directed by the Court; receiving and reporting  
19 the objections and requests for exclusion; calculating, deducting and remitting all  
20 legally required taxes from Individual Settlement Payments and distributing tax forms  
21 for the Alleged Wage Portion, the Alleged Penalties and Interest Portion of the  
22 Individual Settlement Payments and/or PAGA Employees' individual shares of the  
23 PAGA Employee Payment; processing and mailing tax payments to the appropriate  
24 state and federal taxing authorities; providing declaration(s) as necessary in support of  
25 preliminary and/or final approval of this Settlement; and other tasks as the Parties  
26 mutually agree or the Court orders the Claims Administrator to perform. The Claims  
27 Administrator shall keep the Parties timely apprised of the performance of all Claims  
28 Administrator responsibilities by among other things, sending a weekly status report

1 to the Parties' counsel stating the date of the mailing, the of number of Elections Not  
2 to Participate in Settlement it receives (including the numbers of valid and deficient),  
3 and number of objections received.

4 L. Notice Procedure.

5 1. Class Data. No later than ten (10) business days after the Preliminary  
6 Approval Date, Defendant shall provide the Claims Administrator with the  
7 Class Data for purposes of preparing and mailing Notice Packets to the Class  
8 Members. In no event will this information ever be shared with or provided  
9 to Class Counsel.

10 2. Notice Packets.

11 a) The Notice Packet shall contain the Notice of Class Action Settlement  
12 in a form substantially similar to the form attached as **Exhibit A**. The  
13 Notice of Class Action Settlement shall inform Class Members and  
14 PAGA Class Members that they need not do anything in order to  
15 receive an Individual Settlement Payment and/or PAGA Employees'  
16 individual shares of the PAGA Employee Payment and to keep the  
17 Claims Administrator apprised of their current mailing address, to  
18 which the Individual Settlement Payments and/or PAGA Employees'  
19 individual shares of the PAGA Employment Payment will be mailed  
20 following the Funding Date. The Notice of Class Action Settlement  
21 shall set forth the release to be given by all members of the Class who  
22 do not request to be excluded from the Settlement Class , the number  
23 of Workweeks worked by each Class Member during the Class Period  
24 and PAGA Period, if any, and the estimated amount of their Individual  
25 Settlement Payment if they do not request to be excluded from the  
26 Settlement and each PAGA Employees' share of the PAGA  
27 Employment Payment, if any. The Claims Administrator shall use the  
28 Class Data to determine Class Members' Workweeks and PAGA

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Workweeks. The Notice will also advise the PAGA Employees that they will release the Released PAGA Claims and will receive their share of the PAGA Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet’s mailing envelope shall include the following language: “IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT.”

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Claims Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Claims Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Claims Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Claims Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendant, are returned to the Claims Administrator as non-delivered and no forwarding address is

1 provided, the Claims Administrator shall notify Defendant. Defendant will  
2 request that the currently employed Class Member provide a corrected  
3 address, and transmit to the Administrator any corrected address provided by  
4 the Class Member. Class Members who received a re-mailed Notice Packet  
5 shall have their Response Deadline extended fifteen (15) days from the  
6 original Response Deadline. In the event that the procedures in this Section  
7 are followed and the intended recipient of a Notice Packet still does not receive  
8 the Notice Packet, the intended recipient shall remain a Class Member and  
9 PAGA Employee (if applicable) and will be bound by all terms of the  
10 Settlement and any Final Approval Order entered by the Court.

- 11 5. Disputes Regarding Individual Settlement Payments. Class Members will  
12 have the opportunity, should they disagree with Defendant's records regarding  
13 the start and end dates of employment to provide documentation and/or an  
14 explanation to show contrary dates. If there is a dispute, the Class Member  
15 must submit correspondence to the Claims Administrator that is postmarked  
16 by no later than forty-five (45) days after the date of mailing of the Notice  
17 including a letter explaining the dispute and including any supporting  
18 documentation. In the event that there is a disparity between the start and end  
19 dates of employment the Class Member claims and the dates indicated by  
20 Defendant's records, Defendant's records will control. The Claims  
21 Administrator shall determine the eligibility for, and the amounts of, any  
22 Individual Settlement Payments under the terms of this Agreement. The  
23 Claims Administrator's determination of the eligibility for and amount of any  
24 Individual Settlement Payment shall be binding upon the Class Member and  
25 the Parties. The Claims Administrator shall send written notice of the  
26 decision on any such claim to the Class Member and counsel for Defendant  
27 within ten (10) calendar days of receipt of the dispute.

1           6.     Disputes Regarding Administration of Settlement. Any disputes not resolved  
2 by the Claims Administrator concerning the administration of the Settlement  
3 will be resolved by the Court under the laws of the State of California. Before  
4 any such involvement of the Court, counsel for the Parties will confer in good  
5 faith to resolve the disputes without the necessity of involving the Court.

6           7.     Exclusions. The Notice of Class Action Settlement contained in the Notice  
7 Packet shall state that Class Members who wish to exclude themselves from  
8 the Settlement must submit a written request for exclusion to the Claims  
9 Administrator by the Response Deadline. A request for exclusion will only be  
10 valid if: (1) the Class Member has provided on the request for exclusion the  
11 Class Member's full name, current address, and the last four digits of the Class  
12 Member's Social Security number; (2) the Class Member has dated and signed  
13 the request for exclusion; (3) must be postmarked or fax stamped by the  
14 Response Deadline and returned to the Claims Administrator at the specified  
15 address or fax telephone number; (4) contain a typewritten or handwritten  
16 notice stating in substance that he or she wishes to be excluded from the  
17 settlement of the class action lawsuit entitled *Leslie v. P.F.C. Enterprises, Inc.*  
18 *dba Allen Properties, et al.*, currently pending in Superior Court of San  
19 Bernardino, Case No. CIVSB2207363; and (5) the name and the last four  
20 digits of the Class Member's Social Security number provided by the Class  
21 Member on the request for exclusion match Defendant's records as provided  
22 to the Settlement Administrator. The date of the postmark on the mailing  
23 envelope or fax stamp on the request for exclusion shall be the exclusive  
24 means used to determine whether the request for exclusion was timely  
25 submitted. Any Class Member who submits a timely request for exclusion  
26 shall be excluded from the Settlement Class will not be entitled to an  
27 Individual Settlement Payment and will not be otherwise bound by the terms  
28 of the Settlement or have any right to object, appeal or comment thereon.

1 However, any Class Member that submits a timely request for exclusion that  
2 is also a member of the PAGA Employees will still receive his/her pro rata  
3 share of the PAGA Settlement, as specified below, and in consideration, will  
4 be bound by the Release by the PAGA Employees as set forth herein.  
5 Settlement Class Members who fail to submit a valid and timely request for  
6 exclusion on or before the Response Deadline shall be bound by all terms of  
7 the Settlement and any final judgment entered in this Action if the Settlement  
8 is approved by the Court. No later than twenty-one (21) calendar days after  
9 the Response Deadline, the Claims Administrator shall provide counsel for  
10 the Parties with a declaration attesting to the number of valid and timely  
11 requests for exclusions received from Class Members. The Claims  
12 Administrator shall also provide Defendant with a complete list of all Class  
13 Members who have submitted a valid and timely request for exclusion. At no  
14 time shall any of the Parties or their counsel seek to solicit or otherwise  
15 encourage Class Members to submit requests for exclusion from the  
16 Settlement, or appeal from or seek review of the Court's Final Approval  
17 Order.

- 18 8. Defendant's Right to Cancel. If either (i) 10% or more of the Class  
19 Members exclude themselves from the Settlement, or (ii) a number of Class  
20 Members whose share of the Net Settlement Amount is 10% or more of the  
21 Net Settlement Amount exclude themselves from the Settlement, or (iii) both  
22 (i) and (ii) occur, Defendant may, at its election, rescind the Settlement and  
23 all actions taken in furtherance of it will be thereby null and void. Defendant  
24 must exercise this right of rescission, in writing, to Class Counsel, within  
25 fourteen (14) calendar days after the Claims Administrator notifies the Parties  
26 of the total number of exclusions. If the option to rescind is exercised, then  
27 Defendant shall be solely responsible for all Claims Administration Costs  
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1 accrued to the date of rescission. Further, this Agreement may not be used or  
2 introduced in further litigation.

3 9. Objections. The Notice of Class Action Settlement contained in the Notice  
4 Packet shall state that Class Members who wish to object to the Settlement  
5 may submit to the Claims Administrator a written statement of objection  
6 (“Notice of Objection”) by the Response Deadline. The postmark date of  
7 mailing shall be deemed the exclusive means for determining that a Notice of  
8 Objection was served timely. The Notice of Objection must be in writing  
9 signed by the Settlement Class Member and state: (1) the case name and  
10 number; (2) the name of the Settlement Class Member; (3) the address of the  
11 Settlement Class Member; (4) the last four digits of the Settlement Class  
12 Member’s Social Security number; (5) the basis for the objection; and (6) if  
13 the Settlement Class Member intends to appear at the Final  
14 Approval/Settlement Fairness Hearing. However, Class Members who fail to  
15 make objections in writing in the manner specified above may still make their  
16 objections orally at the Final Approval/Settlement Fairness Hearing but only  
17 with the Court’s permission. Class Members who fail to assert timely  
18 objections using the mechanisms specified above shall be deemed to have  
19 waived any objections and shall be foreclosed from making any objections  
20 whether by appeal or otherwise to the Settlement. At no time shall any of the  
21 Parties or their counsel seek to solicit or otherwise encourage Class Members  
22 to file or serve written objections to the Settlement or appeal from or seek  
23 review of the Court’s Final Approval Order and/or Final Judgment. Class  
24 Members who submit a written request for exclusion may not object to the  
25 Settlement. Class Members may not object to the PAGA Payment.

26 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay  
27 the Gross Settlement Amount plus any employer’s share of payroll taxes as mandated  
28 by law within the time specified hereinabove on the Funding Date. No person or

1 entity shall have any claim against Defendant, Defendant’s Counsel, Plaintiff, any  
2 Class Members, Class Counsel, or the Claims Administrator based upon distributions  
3 and payments made in accordance with this Agreement. In the event that an appeal is  
4 filed from the Court’s ruling on the Final Approval Order, or any appellate review is  
5 sought prior to the date of the Final Approval Order, administration of the Settlement  
6 shall be stayed pending final resolution of the appeal or other appellate review.

7 1. Calculation of Individual Settlement Payments. Individual Settlement  
8 Payments shall be paid from the Net Settlement Amount and shall be paid  
9 pursuant to the formula set forth herein. Using the Class Data, the Claims  
10 Administrator shall add up the total number of Workweeks for all Class  
11 Members. The respective Workweeks for each Class Member will be divided  
12 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
13 for each Class Member. Each Class Member’s Payment Ratio will then be  
14 multiplied by the Net Settlement Amount to calculate each Class Member’s  
15 estimated Individual Settlement Payments. Each Individual Settlement  
16 Payment will be reduced by any legally mandated employee tax withholdings  
17 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
18 Members who submit valid and timely requests for exclusion will be  
19 redistributed to Settlement Class Members who do not submit valid and timely  
20 requests for exclusion on a pro rata basis based on their respective Payment  
21 Ratios.

22 2. Calculation of Individual Payments to the PAGA Employees. Using the Class  
23 Data, the Claims Administrator shall add up the total number of PAGA Pay  
24 Periods for all PAGA Employees during the PAGA Period. The respective  
25 PAGA Pay Periods for each PAGA Employee will be divided by the total  
26 PAGA Pay Periods for all PAGA Employees, resulting in the “PAGA  
27 Payment Ratio” for each PAGA Employee. Each PAGA Employee’s PAGA  
28 Payment Ratio will then be multiplied by the PAGA Employee Payment to



1 calculate each PAGA Employee’s estimated share of the PAGA Employee  
2 Payment.

3 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
4 Settlement Payments shall be allocated and treated as 25% wages (“Alleged  
5 Wage Portion”) and 75% penalties and pre-judgment interest (“Alleged  
6 Penalties and Interest Portion”). The Alleged Wage Portion of the Individual  
7 Settlement Payments shall be reported on IRS Form W-2 and the Alleged  
8 Penalties and Interest Portion of the Individual Settlement Payments shall be  
9 reported on IRS Form 1099 issued by the Settlement Agreement.

10 4. Allocation of PAGA Employee Payments. For tax purposes, PAGA Employee  
11 Settlement Payments shall be allocated and treated as 100% alleged penalties  
12 and shall be reported on IRS Form 1099.

13 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and  
14 individual shares of the PAGA Payment made to Settlement Class Members  
15 and/or PAGA Employees under this Settlement Agreement, as well as any  
16 other payments made pursuant to this Settlement Agreement, will not be  
17 utilized to calculate any additional benefits under any benefit plans to which  
18 any Class Members may be eligible, including, but not limited to profit-  
19 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
20 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
21 Parties’ intention that this Settlement Agreement will not affect any rights,  
22 contributions, or amounts to which any Class Members may be entitled under  
23 any benefit plans.

24 6. All monies received by Settlement Class Members under the Settlement which  
25 are attributable to alleged wages shall constitute income to such Settlement Class  
26 Members solely in the year in which such monies actually are received by the  
27 Settlement Class Members. It is the intent of the Parties that Individual  
28 Settlement Payments and individual shares of the PAGA Payment provided for

1 in this Settlement agreement are the sole payments to be made by Defendant to  
2 Settlement Class Members and/or PAGA Employees in connection with this  
3 Settlement Agreement, with the exception of Plaintiff, and that the Settlement  
4 Class Members and/or PAGA Employees are not entitled to any new or  
5 additional compensation or benefits as a result of having received the Individual  
6 Settlement Payments and/or their shares of the PAGA Employee Payment.

7 7. Mailing. Individual Settlement Payments and PAGA Employee Payments  
8 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
9 and/or PAGA Employees' last known mailing address no later than thirty (30)  
10 business days after the Funding Date.

11 8. Expiration. Any checks issued to Settlement Class Members and PAGA  
12 Employees shall remain valid and negotiable for one hundred and eighty (180)  
13 days from the date of their issuance. If a Settlement Class Member and/or  
14 PAGA Employee does not cash his or her settlement check within 90 days,  
15 the Claims Administrator will send a letter to such persons, advising that the  
16 check will expire after the 180<sup>th</sup> day, and invite that Settlement Class Member  
17 and/or PAGA Employee to request reissuance in the event the check was  
18 destroyed, lost or misplaced. In the event an Individual Settlement Payment  
19 and/or PAGA Employee's individual share of the PAGA Payment check has  
20 not been cashed within one hundred and eighty (180) days, all funds  
21 represented by such uncashed checks, plus any interest accrued thereon, shall  
22 be deposited with the State Controller's Unclaimed Property Fund in the name  
23 of the Class Member who did not claim the funds.

24 9. Class Representative Service Award. In addition to the Individual Settlement  
25 Payment as a Settlement Class Member and his individual share of the PAGA  
26 Employee Payment, Plaintiff will apply to the Court for an award of not more  
27 than \$10,000.00, as the Class Representative Service Award. Defendant will  
28 not oppose a Class Representative Service Award of not more than \$10,000.00

1 for Plaintiff. The Claims Administrator shall pay the Class Representative  
2 Service Award, either in the amount stated herein if approved by the Court or  
3 some other amount as approved by the Court, to Plaintiff from the Gross  
4 Settlement Amount no later than thirty (30) business days after the Funding  
5 Date. Any portion of the requested Class Representative Service Award that  
6 is not awarded to the Class Representative shall be part of the Net Settlement  
7 Amount and shall be distributed to Settlement Class Members as provided in  
8 this Agreement. The Claims Administrator shall issue an IRS Form 1099 —  
9 MISC to Plaintiff for his Class Representative Service Award. Plaintiff shall  
10 be solely and legally responsible to pay any and all applicable taxes on his  
11 Class Representative Service Award and shall hold harmless the Released  
12 Parties from any claim or liability for taxes, penalties, or interest arising as a  
13 result of the Class Representative Service Award. Approval of this Settlement  
14 shall not be conditioned on Court approval of the requested amount of the  
15 Class Representative Service Award. If the Court reduces or does not approve  
16 the requested Class Representative Service Award, Plaintiff shall not have the  
17 right to revoke the Settlement, and it will remain binding.

18 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class  
19 Counsel will file a motion for Attorneys' Fees not to exceed one-third of the  
20 Gross Settlement Amount currently estimated to be \$256,666.67 **and**  
21 Attorneys' Expenses supported by declaration not to exceed Twenty  
22 Thousand Dollars (\$20,000.00). Any awarded Attorneys' Fees and  
23 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any  
24 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are  
25 not awarded to Class Counsel shall be part of the Net Settlement Amount and  
26 shall be distributed to Settlement Class Members as provided in this  
27 Agreement. The Claims Administrator shall allocate and pay the Attorneys'  
28 Fees to Class Counsel from the Gross Settlement Amount no later than thirty

1 (30) calendar days after the Funding Date. Class Counsel shall be solely and  
2 legally responsible to pay all applicable taxes on the payment made pursuant  
3 to this paragraph. The Claims Administrator shall issue an IRS Form 1099 —  
4 MISC to Class Counsel for the payments made pursuant to this paragraph. In  
5 the event that the Court reduces or does not approve the requested Attorneys’  
6 Fees, Plaintiff and Class Counsel shall not have the right to revoke the  
7 Settlement, or to appeal such order, and the Settlement will remain binding.  
8 The Claims Administrator’s distribution of the Attorneys’ Fees to Class  
9 Counsel shall constitute full satisfaction of the obligations to pay any amounts  
10 to any person, attorney, or law firm for attorneys’ fees, costs or expenses in  
11 the action incurred by any attorney on behalf of the Plaintiff and the Class  
12 Members, and shall relieve Defendant and Defendant’s counsel of any other  
13 claims or liability to any other attorney or law firm for any attorneys’ fees,  
14 costs and expenses to which any of them may claim to be entitled to on behalf  
15 of Plaintiff and/or the Class Members.

16 11. PAGA Payment. Forty Thousand Dollars (\$40,000.00) shall be allocated  
17 from the Gross Settlement Amount for settlement of claims for civil penalties  
18 under the Private Attorneys General Act of 2004 (“PAGA Payment”). The  
19 Claims Administrator shall pay seventy-five percent (75%) of the PAGA  
20 Payment (\$30,000.00) to the California Labor and Workforce Development  
21 Agency no later than thirty (30) business days after the Funding Date  
22 (“LWDA Payment”). Twenty-five percent (25%) of the PAGA Payment  
23 (\$10,000.00) will be distributed to the PAGA Employees as described in this  
24 Agreement (“PAGA Employee Payment”). For purposes of distributing the  
25 PAGA Payment to the PAGA Employees, each PAGA Employee shall receive  
26 their pro-rata share of the PAGA Employee Payment using the PAGA  
27 Payment Ratio as defined above.

1           12.    Claims Administration Expenses. The Claims Administrator shall be paid for  
2           the costs of administration of the Settlement from the Gross Settlement  
3           Amount. The estimate of the Claims Administration Expenses is \$8,500.00.  
4           The Claims Administrator shall be paid the Claims Administration Expenses  
5           no later than thirty (30) business days after the Funding Date.

6           N.    Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with  
7           the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
8           twenty-eight (28) days following the expiration of the Response Deadline, which  
9           motion shall request final approval of the Settlement and a determination of the  
10          amounts payable for the Class Representative Service Award, the Attorneys' Fees and  
11          Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses.  
12          Plaintiff will provide Defendant with a draft of the Motion at least 5 business days  
13          prior to the filing of the Motion to give Defendant an opportunity to propose changes  
14          or additions to the Motion.

15          1.    Declaration by Claims Administrator. No later than twenty-one (21) days  
16          after the Response Deadline, the Claims Administrator shall submit a  
17          declaration in support of Plaintiff's motion for final approval of this  
18          Settlement detailing the number of Notice Packets mailed and re-mailed to  
19          Class Members, the number of undeliverable Notice Packets, the number of  
20          timely requests for exclusion, the number of objections received, the amount  
21          of the average Individual Settlement Payment and highest Individual  
22          Settlement Payment, the Claims Administration Expenses, and any other  
23          information as the Parties mutually agree or the Court orders the Claims  
24          Administrator to provide.

25          2.    Final Approval Order and Judgment. Class Counsel shall present an Order  
26          Granting Final Approval of Class Action Settlement to the Court for its  
27          approval, and Judgment thereon, at the time Class Counsel files the Motion  
28          for Final Approval.

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and  
3 Final Approval, including the Order Granting Final Approval of Class Action  
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel  
5 will cooperate with each other and use their best efforts to effect the Court's approval  
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of  
7 Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
11 except such proceedings necessary to implement and complete the Settlement, pending  
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by  
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
16 Agreement among these Parties, and no oral or written representations, warranties or  
17 inducements have been made to any Party concerning this Agreement or its Exhibit  
18 other than the representations, warranties and covenants contained and memorialized  
19 in this Agreement and its Exhibit.
- 20 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
21 represent they are expressly authorized by the Parties whom they represent to negotiate  
22 this Agreement and to take all appropriate Action required or permitted to be taken by  
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
24 documents required to effectuate the terms of this Agreement. The persons signing  
25 this Agreement on behalf of Defendant represents and warrants that he/she is  
26 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
27 warrants that he is authorized to sign this Agreement and that he has not assigned any  
28 claim, or part of a claim, covered by this Settlement to a third-party.

1 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
2 press releases, initiate any contact with the press, respond to any press inquiry, or have  
3 any communication with the press about the fact, amount or terms of the Settlement  
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
5 of its terms for any advertising, marketing or promotional purposes, including but not  
6 limited to any postings on any websites maintained by Class Counsel, and agree to  
7 limit any statements made about the Settlement to only say that “the action has been  
8 resolved.” Nothing herein will restrict Class Counsel from including publicly available  
9 information regarding this settlement in future judicial submissions regarding Class  
10 Counsel’s qualifications and experience. Further, Class Counsel will not include,  
11 reference or use the Settlement Agreement for any marketing or promotional purposes,  
12 either before or after the Motion for Preliminary Approval is filed.

13 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
14 to the benefit of, the successors or assigns of the Parties, as previously defined.

15 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
16 shall be governed by and interpreted according to the laws of the State of California.

17 W. Execution in Counterparts. This Agreement may be executed in one or more  
18 counterparts by facsimile, electronic signature, or email which for purposes of this  
19 Agreement shall be accepted as an original. All executed counterparts and each of  
20 them shall be deemed to be one and the same instrument. Any executed counterpart  
21 will be admissible in evidence to prove the existence and contents of this Agreement.

22 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
23 is a fair, adequate and reasonable settlement of this Action and have arrived at this  
24 Settlement after extensive arms-length negotiations, taking into account all relevant  
25 factors, present and potential.

26 Y. Inapplicability of California Code of Civil Procedure Section 384. The Parties agree  
27 that California Code of Civil Procedure is not applicable to the Gross Settlement  
28 Amount. Neither Plaintiff nor Class Counsel shall take, or cause any other person to

1 take, a position before the Court that CCP Section 384 applies to the Gross Settlement  
2 Amount.

3 Z. Court Filings. The Parties agree not to object to any Court filings consistent with this  
4 Agreement.

5 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain continuing  
6 jurisdiction over this case under CCP Section 664.6 to ensure the continuing  
7 implementation of the provisions of this settlement and that the time within which to  
8 bring this action to trial under CCP Section 583.310 shall be extended from the date  
9 of the signing of this agreement by all parties until the entry of the final approval order  
10 and judgment or if not entered the date this agreement shall no longer be of any force  
11 or effect.

12 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
13 the Court shall first attempt to construe the provisions valid to the fullest extent  
14 possible consistent with applicable precedents so as to define all provisions of this  
15 Agreement valid and enforceable.

16 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
17 certification for purposes of this settlement only.

18 DD. Plaintiff's Waiver of Right to be Excluded and Object. By signing this Agreement,  
19 Plaintiff is bound by the terms herein stated and further agrees not to request to be  
20 excluded from the Settlement and agrees not to object to any of the terms of this  
21 Agreement. Any such request for exclusion or objection shall therefore be void and  
22 of no force or effect. Plaintiff also agrees to not disparage the Settlement to Class  
23 Members or encourage, in any way, Class Members to request to be excluded from the  
24 Settlement.

25 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
26 Released Claims have merit and give rise to liability on the part of Defendant.  
27 Defendant claims that the Released Claims have no merit and do not give rise to  
28 liability. This Agreement is a compromise of disputed claims. Nothing contained in



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this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

FF. Defense. To the extent permitted by law, the Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted with respect to the Released Claims and/or Released PAGA Claims in breach of or contrary to the Settlement.

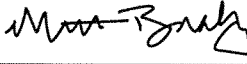
IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: Nov 27, 2023

  
\_\_\_\_\_  
Vincent E. Leslie (Nov 27, 2023 11:34 PST)  
Vincent Leslie


IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: December 7, 2023

  
\_\_\_\_\_  
P.F.C. ENTERPRISES, INC. dba ALLEN  
PROPERTIES  
Matt Bradley  
\_\_\_\_\_  
Printed Name  
Director  
\_\_\_\_\_  
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: November 28, 2023

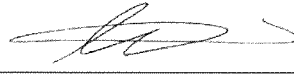
JCL LAW FIRM, A.P.C.  
By:   
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Jean-Claude Lapsyade, Esq.

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Attorneys for Plaintiff and the Settlement Class Members

DATED: November 28, 2023


ZAKAY LAW GROUP, APLC

By:   
Shani O. Zakay, Esq.

Attorneys for Plaintiff and the Settlement Class Members

DATED: December 7, 2023

SHEPPARD MULLIN RICHTER & HAMPTON

By:   
Jason Weiss, Esq.  
Frances Hernandez, Esq.

Attorneys for Defendant

# **EXHIBIT A**

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

*(Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties, et al., San Bernardino County Superior Court Case  
No. CIVSB2207363)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

**WHAT IS IN THIS NOTICE**

1.	Why did I get this Notice? .....	Page 1
2.	What is this class action lawsuit about?.....	Page 2
3.	Why did Allen Properties join in this Notice?.....	Page 2
4.	What are the terms of the Settlement? .....	Page 2
5.	How much will my payment be?	
6.	How can I get a payment?.....	Page 3
7.	What if I don't want to be a part of the Settlement? .....	Page 3
8.	How do I tell the Court that I would like to challenge the Settlement?.....	Page 3
9.	When and where will the Court decide whether to approve the Settlement? .....	Page 4
10.	How do I get more information about the Settlement?.....	Page 6

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Vincent Leslie (“Plaintiff”) and Defendant P.F.C. Enterprises, Inc. dba Allen Properties (“Defendant” or “Allen Properties”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of April 1, 2018 to September 27, 2023.

The “Class Period” is the period of time between April 1, 2018 to September 27, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

On April 1, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted claims that Defendant: (1) Violated California Business and

Professions Code § 17200 *et seq.*; (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (7) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Unlawful Deductions; and (10) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

Subject to Court approval, the parties reached a settlement of the Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

### **3. Why did Allen Properties Join in this Notice?**

Allen Properties does not admit to any of the claims alleged in the Action and denies that it owes money for any of the claims in this matter. Allen Properties is settling the Action as a compromise. Allen Properties reserves the right to object and defend itself against any claim if for any reason the Settlement fails.

### **4. What are the terms of the Settlement?**

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred and Seventy Thousand Dollars and Zero Cents (\$770,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s attorneys’ fees and expenses, Claims Administration Expenses, the LWDA Payment, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Claims Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Claims Administrator, estimated not to exceed \$8,500 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Expenses. Payment to Class Counsel of an award of Class Counsel Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$256,666.67) and Class Counsel Attorneys’ Expenses of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval.

- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, for his services in the Action.
- PAGA Payment. A payment of \$40,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$10,000.00 will be distributed to the PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees, Class Counsel Attorneys' Expenses, the Class Representative Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payments for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Payment to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period of January 20, 2021 to September 27, 2023.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your share of the Settlement to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Twenty-five percent (25%) of each Individual Settlement Payment is allocated to alleged wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-five percent (75%) of each Individual Settlement Payment is allocated to alleged interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Payment paid to the PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members and/or PAGA Employees under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

## **5. What Do I Release Under the Settlement?**

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as: (a) all claims asserted in Plaintiff's Complaint, and potential claims reasonably arising out of or in any way relating to the same set of operative facts and/or theories pled therein, including the alleged failure of Defendant to provide Class Members with compensation as required by federal and/or state law, and including but not limited to Class Members' claims and potential claims concerning wages, expense reimbursements, deductions, paid sick leave, record keeping, off the clock work, commissions, incentive pay, bonuses, minimum wages, overtime, meal periods and premiums, rest periods and premiums, timely payment of wages, itemized wage statement penalties and damages under California and/or federal law, including the Fair Labor Standards Act, the failure to pay penalties and premiums under the California Labor Code, including without limitation Labor Code § 201-203, 204, 210, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, Bus. and Prof. Code sections 17200, et seq., the Fair Labor Standards Act, the Wage Orders, and any other claims whatsoever alleged in this action; and (b) the claims for relief asserted in the action. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" are defined as: (a) all PAGA claims asserted in Plaintiff's Complaint and/or Plaintiff's PAGA notice to the LWDA, and potential claims reasonably arising out of or reasonably relating to the same set of operative facts and/or theories pled therein, including the alleged failure of Defendant to provide PAGA Employees with compensation as required by federal and/or state law, and including but not limited to PAGA Employees' claims and potential claims concerning wages, expense reimbursements, deductions, paid sick leave, record keeping, off the clock work, commissions, incentive pay, bonuses, minimum wages, overtime, meal periods and premiums, rest periods and premiums, timely payment of wages, itemized wage statement penalties and damages under California law, including the failure to pay penalties and premiums under the California Labor Code, including without limitation Labor Code § 201-203, 204, 210, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, et seq., 2802, the Wage Orders, the Labor Code Private Attorneys General Act of 2004, and any other PAGA claims whatsoever alleged in this action; and (b) the claims for relief asserted in the action. In the event that the Court does not approve the content or scope of this release, or the LWDA elects to investigate the asserted PAGA claims, Defendant may, at its election, rescind the Settlement and all actions taken in furtherance of it will be null and void.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

## **6. How much will my payment be?**

**Defendant's records reflect that you have << \_\_\_\_\_ >> Workweeks worked during the Class Period (April 1, 2018 through September 27, 2023).**

**Based on this information, your estimated Settlement Share is << \_\_\_\_\_ >>.**

**Defendant's records reflect that you have << \_\_\_\_\_ >> pay periods worked during the PAGA Period (January 20, 2021 to September 27, 2023).**

**Based on this information, your estimated PAGA Payment Share is << \_\_\_\_\_ >>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

#### **7. How can I get a payment?**

**To get money from the Settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: APEX Class Action.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

#### **8. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked or fax stamped no later than \_\_\_\_\_. The address for the Settlement Administrator is APEX Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The fax telephone number for the Settlement Administrator is \_\_\_\_\_. The request for exclusion must contain a typewritten or handwritten notice stating in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties, et al.*, currently pending in Superior Court of San Bernardino, Case No. CIVSB2207363. The request for exclusion must contain your full name, current address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be dated and signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked or faxed stamped after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **9. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, last four digits of the Class Member's Social Security number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties, et al., San Bernardino County Superior Court Case No. CIVSB2207363*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below, but only with the Court's permission.



To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than** [redacted]. The address for the Settlement Administrator is \_\_\_\_\_.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel.: (619) 599-8292  
Fax: (619) 599-2891  
E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 599-8292  
Fax: (619) 599-8291  
Email: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for Allen Properties:**

Jason A. Weiss, Esq.  
Frances M. K. Hernandez, Esq.  
Sheppard Mullin Richter & Hampton  
650 Town Center Drive, 10<sup>th</sup> Flr  
Costa Mesa, CA 92626  
Tel.: (714) 513-100  
E-Mail: [jweiss@sheppardmullin.com](mailto:jweiss@sheppardmullin.com)  
[fhernandez@sheppardmullin.com](mailto:fhernandez@sheppardmullin.com)

**10. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [redacted], at the San Bernardino County Superior Court, Department S-26, located at 247 W 3<sup>rd</sup> Street, San Bernardino, CA 92415 before Judge Jessica Morgan. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

**11. How do I get more information about the Settlement?**

You may call the Settlement Administrator at \_\_\_\_\_ or write to *Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties, et al., San Bernardino County Superior Court Case No. CIVSB2207363*, Settlement Administrator, c/o \_\_\_\_\_.

All papers filed in this matter, including a copy of the application for fees and costs and service awards, will be available for review via the courthouse and via the civil case information website for the Superior Court of California, County of San Bernardino, available online at <https://cap.sb-court.org>.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- 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 event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.