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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN BERNARDINO**

15 **Percy Jenkins**, individually and on behalf
16 of all similarly situated individuals,

17 Plaintiff,

18 v.

19 **Beacon Property Management, Inc.**, a
20 California Corporation; **James Notley**, an
21 individual; and **Does 1-10**, inclusive;

22 Defendant.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 10 2025

BY 
JESSICA JOANIS, DEPUTY

CASE NO. CIVSB2417563

[Assigned to The Hon. Charlie L. Hill, Jr.,
Dept. S30]

CLASS ACTION

**[PROPOSED] ORDER AND
JUDGMENT FINALLY APPROVING
CLASS AND PAGA ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS AND PAGA ACTION
SETTLEMENT**

Date: September 10, 2025
Time: 8:30 a.m.
Dept.: S30

1 **[PROPOSED] ORDER**

2 Plaintiffs' Unopposed Motion for Final Approval of the Settlement of this action on
3 the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or
4 "Stipulation") came on for hearing on September 10, 2025.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate
6 notice having been given to Class Members (as defined in the Settlement Agreement), and
7 having considered the supplemental declaration of the Settlement Administrator,
8 Settlement Agreement, all of the legal authorities and documents submitted in support
9 thereof, all papers filed and proceedings had herein, all oral and written comments
10 received regarding the Settlement Agreement, and having reviewed the record in this
11 litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement
12 Agreement and orders and makes the following findings and determinations and enters
13 **FINAL JUDGMENT** as follows:

14 1. All terms used in this order shall have the same meanings given as those
15 terms are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion
16 for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the
17 Joint Stipulation of Settlement is attached to the Declaration of Elliot J. Siegel in Support
18 of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and
19 is made a part of this Order.¹

20 2. The Court has personal jurisdiction over the Parties to this litigation and
21 subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

22 3. The previously certified Class, as further defined in the Settlement is as
23 follows:

24 *"All persons who worked at least one 3.5-hour shift as a non-exempt*
25 *employee in the State of California from [May 31, 2020 through 90 days*
26 *after November 20, 2024 or the date of preliminary approval, whichever*
27 *date occurs first]."*

28 ¹ The Court previously granted preliminary approval of the Settlement on June 12, 2025.

1 4. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of
2 the California Rules of Court for the purpose of effectuating the Settlement.

3 5. The Court finds that an ascertainable class of 244 Participating Class
4 Members exists and a well-defined community of interest exists on the questions of law
5 and fact involved because in the context of the Settlement: (i) all related matters,
6 predominate over any individual questions; (ii) the claims of the Plaintiff are typical of
7 claims of the Class Members; and (iii) in negotiating, entering into and implementing the
8 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
9 protected the interest of the Class Members.

10 6. The Court finds that the Settlement Agreement has been reached as a result
11 of informed and non-collusive arm's-length negotiations. The Court further finds that the
12 Parties have conducted extensive litigation, investigation, and research, and their
13 attorneys were able to reasonably evaluate their respective positions over the course of this
14 litigation.

15 7. The Court finds that the Settlement constitutes a fair, adequate, and
16 reasonable compromise of the Class's claims and will avoid additional and potentially
17 substantial litigation costs, as well as the delay and risks of the Parties if they were to
18 continue to litigate the case. After considering the monetary recovery provided as part of
19 the Settlement, in light of Defendant's denial of wrongdoing and liability, Defendant's
20 defenses to the claims asserted, and the challenges posed by continued litigation, trial, and
21 appeals, the Court concludes that Class Counsel secured significant relief for Class
22 Members.

23 8. The Court hereby approves the terms set forth in the Settlement Agreement
24 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent
25 with all applicable requirements of the California Code of Civil Procedure, the California
26 and United States Constitutions, including the Due Process clauses, the California Rules
27 of Court, and any other applicable law, and in the best interests of each of the Parties and
28 Class Members.

1 9. The Court appoints Elliot J. Siegel and Julian Burns King of King & Siegel
2 LLP and Bardia A. Akhavan of Akhavan & Associates as Class Counsel, and finds each of
3 them to be adequate, experienced, and well-versed in class action litigation.

4 10. The Court appoints Plaintiff as Class Representative and finds him to be
5 adequate.

6 11. The Court is satisfied that CPT, Inc. which functioned as the Settlement
7 Administrator, completed the distribution of Class Notice to the Class in a manner that
8 comports with California Rules of Court, Rule 3.766. The Class Notice informed the
9 prospective Class Members of the Settlement terms, their right to do nothing and receive
10 their settlement share, their right to submit a request for exclusion, their rights to
11 comment on or object to the Settlement, and their right to appear at the Final Approval
12 and Fairness Hearing, and be heard regarding approval of the Settlement and adequate
13 periods of time to respond and to act were provided by each of these procedures.

14 12. As part of administration, the Court notes that zero Class Members filed
15 written objections to the Settlement as part of this notice process, zero Class Members filed
16 a written statement of intention to appear at the Final Approval and Fairness Hearing, and
17 two Class Member submitted a request for exclusion. The Class Member(s) who requested
18 exclusion, specifically Rodrigo Magana and Irene Fierro will not be bound by the
19 Settlement and will not receive any portion of the Net Settlement Amount, but will be
20 bound by the PAGA Release to the extent they are Aggrieved Employees under the
21 Settlement.

22 13. The terms of the Settlement Agreement, including the Maximum Settlement
23 Amount of \$463,750.00 and the allocation for determining Individual Settlement
24 Payments, are fair, adequate, and reasonable to the Class and to each Class Member, and
25 the Courts grants final approval of the Settlement set forth in the Settlement Agreement,
26 subject to this Order.

1 14. The Court further approves the following distributions from the Maximum
2 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
3 Agreement:

4 a. The \$154,583.33 amount, representing one-third of the Maximum
5 Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsel's
6 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class.
7 Class Counsel's fee request is also supported by its lodestar cross-check, and the
8 Court finds that Class Counsel's time spent on the matter and hourly rates charged
9 by the attorneys who worked on the matter are fair and reasonable in light of their
10 background, experience, and quality of representation. The Court grants final
11 approval of, awards, and orders the Class Counsel fees payment to be made in
12 accordance with the Settlement Agreement.

13 b. The Court awards Class Counsel \$21,754.32 in litigation costs, which
14 is an amount which the Court finds to be reflective of the actual and reasonable
15 costs incurred. The Court grants final approval of Class Counsel's litigation
16 expenses payment and orders payment of this amount to be made in accordance
17 with the Settlement Agreement.

18 c. The \$10,000 class representative incentive payment requested to the
19 Named Plaintiff is fair and reasonable. The Court grants final approval of the
20 payment and orders the payment to be made in accordance with the Settlement
21 Agreement.

22 d. The amount of \$10,000 designated for payment to the Settlement
23 Administrator is fair and reasonable. The Court grants final approval of it and
24 orders the Parties to make the payment to the Settlement Administrator in
25 accordance with the Settlement Agreement.

26 e. The Court approves of the \$75,000.00 allocation assigned for claims
27 under the Labor Code Private Attorneys General Act of 2004, and orders 75%
28 thereof (i.e., \$56,250) to be paid to the California Labor and Workforce

1 Development Agency and orders 25% thereof (i.e., \$18,750) to be paid to alleged
2 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

3 15. The Court orders the Parties to otherwise comply with, effectuate, and carry
4 out all terms and provisions of the Settlement Agreement, to the extent that the terms
5 thereunder do not contradict with this order, in which case the provisions of this order
6 shall take precedence and supersede the Settlement Agreement.

7 16. All Participating Class Members shall be bound by the Settlement and this
8 order, including the release of claims as set forth in the Settlement Agreement.

9 17. The Parties shall bear their own respective attorneys' fees and costs except
10 as otherwise provided in this order and the Settlement Agreement.

11 18. All checks mailed to the Class Members must be cashed within one hundred
12 and eighty (180) days after mailing.

13 19. Plaintiff shall file with the Court a report regarding the status of distribution
14 no later than fifty (50) days after all funds have been distributed.

15 20. All checks mailed to the Class Members must be cashed within 180 days of
16 issuance and will be negotiable through that date (the "Void Date"). Any envelope
17 transmitting a settlement distribution to a class member shall bear the notation, "YOUR
18 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

19 21. The Court approves the California Bar's Justice Gap Fund as the *cy pres*
20 beneficiary and finds that it complies with all requirements under C.C.P. § 384. Per Section
21 384(b), the Court will amend this Judgment after Counsel provides the Court with the
22 report regarding distribution of funds to direct that any uncashed funds be paid to the
23 California Bar's Justice Gap Fund.

24 22. No later than 10 days from this order, the Settlement Administrator shall
25 give notice of judgment to Class Members pursuant to California Rules of Court, rule
26 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this
27 matter.
28

1 23. The Court retains continuing jurisdiction over the Action and the Settlement,
2 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code
3 of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement
4 Agreement, (b) addressing settlement administration matters, and (c) addressing such
5 post-judgment matters as may be appropriate under court rules or applicable law.

6 24. This Final Judgment is intended to be a final disposition of the above-
7 captioned action in its entirety and is intended to be immediately appealable. This final
8 judgment resolves all claims released by the Settlement Agreement against Defendants.

9 25. The Court hereby sets a hearing date of August 25, 2026 at 8:30AM for a
10 hearing on the final accounting and distribution of the settlement funds. Counsel shall file
11 with the Court a report regarding the status of distribution at least five days before the
12 hearing and not more than 21 days after the Void Date.² Class Counsel shall also file with
13 the report a proposed amended judgment that complies with C.C.P. § 384.5.

14
15
16 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

17
18
19 DATED:

SEP 10 2025

20 
21 _____
22 Hon. Charlie L. Hill, Jr.
23 San Bernardino County Superior Court Judge
24

25 _____
26 ² The report shall be in the form of a declaration from the Settlement Administrator and
27 shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to
28 class members, (iii) the average amount of those checks, (iv) the number of checks that
remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of
the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed
funds.