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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

ASHLEY MINNIEAR, an individual, on  
behalf of herself, all other aggrieved  
employees, and the general public,

Plaintiff,

vs.

BURKE WILLIAMS, INC., a California  
corporation; BW SUPPLIES, LLC, a  
California limited liability corporation; and  
DOES 1 through 25, inclusive,

Defendants.

Case No. 20STCV02154

Assigned to: Hon. Wendy Chang  
Dept.: 36

Complaint Filed: January 16, 2020

**STIPULATION AND SETTLEMENT OF  
CLASS, COLLECTIVE AND  
REPRESENTATIVE ACTION**

**STIPULATION AND SETTLEMENT OF CLASS, COLLECTIVE  
AND REPRESENTATIVE ACTION**

1  
2  
3 Subject to final approval by the Court, which counsel and the Parties agree to  
4 diligently pursue and recommend in good faith, Plaintiffs Ashley Minniear (“Minniear”) and  
5 Sebrina Bow (“Bow”) (collectively, “Plaintiffs”), individually and on behalf of all others similarly  
6 situated and alleged aggrieved employees, on the one hand, and Defendants Burke Williams, Inc.  
7 and BW Supplies, LLC (together, “Defendants”), on the other hand (collectively, the “Parties” and  
8 individually, a “Party”), hereby agree to the following binding settlement of the class and  
9 representative action designated Ashley Minniear v. Burke Williams, Inc., et al., Los Angeles  
10 County Superior Court Case No. 20STCV02154, as amended (the “Action”), pursuant to the terms  
11 and conditions set forth below (the “Settlement,” “Settlement Agreement” or “Agreement”).  
12 Upon the Effective Date, and the payment by Defendants of all monies due under the Agreement,  
13 Plaintiffs shall file with the Court (1) a Satisfaction of Judgment; and (2) a declaration from the  
14 Claims Administrator certifying that all payments have been distributed, as more fully set forth  
15 herein.

16 **I. Definitions.**

17 The following definitions are applicable to this Settlement Agreement. Definitions  
18 contained elsewhere in this Settlement Agreement will also be effective:

19 **A. “Action.”**

20 The case titled Ashley Minniear v. Burke Williams, Inc., et al., Los Angeles  
21 County Superior Court Case No. 20STCV02154, as amended.

22 **B. “Aggrieved Employees.”**

23 All individuals who were employed in California by Defendants, or either of them,  
24 as estheticians at any time during the PAGA Period.

25 **C. “Amended Complaint.”**

26 The amended complaint Minniear will file, upon seeking and receiving Court  
27 approval, to add class allegations encompassing any and all of the Released Claims (defined  
28 below) and any and all other claims/causes of action encompassed by the Released Claims, as well

1 as to add Bow as a named plaintiff/class representative and to add any and all claims asserted in  
2 Bow v. Burke Williams, Inc., et al., Los Angeles County Superior Court Case No. 19STCV40630  
3 (pending in arbitration with Signature Resolution, Case No. EYEAK).

4 **D. “Attorneys’ Fees and Costs.”**

5 The attorneys’ fees agreed upon by the Parties and approved by the Court for Class  
6 Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class  
7 Counsel in the Action, including, but not limited to, costs associated with documenting the  
8 Settlement, securing the Court’s approval of the Settlement, any expert expenses, and securing an  
9 entry of judgment on all claims in the Action which are covered by the Released Claims as defined  
10 herein. Class Counsel will request attorneys’ fees not to exceed thirty-five percent (35%) of the  
11 Class Settlement Amount of \$235,000.00, which is a total of \$82,250.00, to be allocated amongst  
12 Class Counsel at their discretion. The costs requested to be reimbursed will not exceed  
13 \$25,000.00. The attorneys’ fees and costs awarded are subject to the Court’s approval. Defendants  
14 have agreed not to oppose Class Counsel’s request for attorneys’ fees and reimbursement of costs  
15 and expenses as set forth above. Such Attorneys’ Fees and Costs shall be paid from the Class  
16 Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the Attorneys’ Fees and  
17 Costs detailed in this Section and shall be solely and legally responsible for paying all applicable  
18 taxes on the payment made pursuant to this Section.

19 **E. “Claims Administrator.”**

20 Phoenix Class Action Administration Solutions shall be the third-party class action  
21 settlement claims administrator as agreed to by the Parties and approved by the Court for the  
22 purposes of administering this Settlement. The Parties each represent that they do not have any  
23 financial interest in the Claims Administrator or otherwise have a relationship with the Claims  
24 Administrator that could create a conflict of interest.

25 **F. “Claims Administration Costs.”**

26 The costs payable from the Class Settlement Amount to the Claims Administrator  
27 for administering this Settlement, including, but not limited to, printing, distributing, and tracking  
28 documents for this Settlement, calculating estimated amounts per Class Member, tax reporting,

1 distributing the Class Settlement Amount, and providing necessary reports and declarations, and  
2 other duties and responsibilities set forth herein to process this Settlement Agreement, and as  
3 requested by the Parties. The Claims Administration Costs will be paid from the Class Settlement  
4 Amount, including, if necessary, any such costs in excess of the amount represented by the Claims  
5 Administrator as being the maximum costs necessary to administer the Settlement. The Claims  
6 Administration Costs are currently estimated to be \$9,500.00. To the extent actual Claims  
7 Administration Costs are greater than \$9,500.00, such excess amount will be deducted from the  
8 Class Settlement Amount, subject to the Court’s approval. The Claims Administration Costs will  
9 be paid no sooner than fifteen (15) calendar days following the Effective Date.

10 **G. “Class Counsel.”**

11 Attorneys for Kizirian Law Firm, P.C., Boyamian Law, Inc., and Knapp, Petersen  
12 & Clarke shall be appointed Class Counsel upon approval by the Court.

13 **H. “Class List.”**

14 A complete list of all Class Members that Defendants will diligently and in good  
15 faith compile from their records and provide to the Claims Administrator within fourteen (14)  
16 calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a  
17 readable Microsoft Office Excel spreadsheet and will include each Class Member’s full name,  
18 most recent mailing address, telephone number, Social Security number, dates of employment  
19 (*i.e.*, hire date and termination date, if applicable), approximate number of workweeks, and any  
20 other relevant information needed to calculate settlement payments.

21 **I. “Class Member(s)” or “Settlement Class.”**

22 All individuals who were employed in California by Defendants, or either of them,  
23 as estheticians at any time during the Class Period.

24 **J. “Class Period.”**

25 The period between November 12, 2018 and the earlier of November 3, 2022, or  
26 the date of Preliminary Approval of the Settlement.

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1           **K.       “Class Representative Enhancement Payment(s).”**

2           The amount to be paid to Plaintiffs in recognition of their effort and work in  
3 prosecuting the Action on behalf of Class Members and for their general release of all claims.  
4 Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiffs will request  
5 Court approval of Class Representative Enhancement Payments of \$20,000.00 (\$10,000.00 for  
6 Minniear and \$10,000.00 for Bow). Plaintiffs will each be issued an IRS Form 1099 in connection  
7 with their respective Class Representative Enhancement Payment. Plaintiffs shall be solely and  
8 legally responsible for paying any and all applicable taxes on this payment and shall hold  
9 Defendants harmless from any claim or liability for taxes, penalties or interest arising as a result of  
10 the payment. The Class Representative Enhancement Payments will be paid from the Class  
11 Settlement Amount and will be in addition to Plaintiffs’ Individual Settlement Payments paid  
12 pursuant to the Settlement, and conditioned on the execution of a stand-alone settlement  
13 agreement and general release of all claims (which includes the Plaintiffs’ Released Claims and  
14 shall be set forth more-fully in the stand-alone settlement agreement and general release of all  
15 claims). Defendants make no representations as to the tax treatment or legal effect of the payment  
16 called for herein, and Plaintiffs are not relying on any statement or representation by Defendants  
17 or their counsel in this regard.

18           **L.       “Class Settlement Amount.”**

19           The sum of no more than \$235,000.00 to be paid by Defendants in full satisfaction  
20 of all claims arising from the Action. The Class Settlement Amount includes all Individual  
21 Settlement Payments to Class Members, all applicable payroll taxes, Individual PAGA Settlement  
22 Payments to Aggrieved Employees, the Class Representative Enhancement Payments to Plaintiffs,  
23 Claims Administration Costs to the Claims Administrator, the Labor and Workforce Development  
24 Agency (“LWDA”) Payment, and the Attorneys’ Fees and Costs. Defendants will separately pay  
25 any and all employer-side payroll taxes required by law on the wage portions of the Individual  
26 Settlement Payments, other than taxes typically withheld as payroll tax deductions.

27           **M.       “Defendants.”**

28           Burke Williams, Inc. and BW Supplies, LLC.



1           **R.       “LWDA Payment” or “PAGA Settlement Amount.”**

2           The amount that the Parties have agreed to pay to the LWDA in connection with  
3 the California Private Attorneys General Act of 2004 (“PAGA”). The Parties have agreed that  
4 \$18,750.00 of the Class Settlement Amount will be allocated to the resolution of any claims  
5 arising under PAGA (“PAGA Settlement Amount”) as set forth in the Released Aggrieved  
6 Employee Claims. Pursuant to PAGA, \$14,062.50 (75%) of the PAGA Settlement Amount will  
7 be paid to the LWDA and \$4,687.50 (25%) of the PAGA Settlement Amount will be distributed to  
8 Aggrieved Employees. The 25% portion of the PAGA Settlement Amount is referred to as  
9 Aggrieved Employees Amount.

10           **S.       “Net Settlement Amount.”**

11           The portion of the Class Settlement Amount remaining after deduction of the  
12 approved Class Representative Enhancement Payments, Claims Administration Costs, LWDA  
13 Payment, PAGA Settlement Amount, and the Attorneys’ Fees and Costs.

14           **T.       “Notice of Class Action Settlement.”**

15           The document substantially in the form attached as Exhibit 1 that will be mailed to  
16 Class Members’ last known addresses and which will provide Class Members with information  
17 regarding the Action and information regarding the Settlement.

18           **U.       “Notice of Objection.”**

19           The Court may hear from any Class Member who attends the Final Approval  
20 Hearing and asks to speak regarding his or her objection. In order for any Class Member to object  
21 to this Settlement, or any term of it, the person making the objection must not submit a request for  
22 exclusion (*i.e.*, must not opt out). While not required, the preferred method by which any Class  
23 Member may object to this Settlement, or any term of it, is that the objecting Class Member mail  
24 or fax to the Claims Administrator a written statement of the grounds of objection, signed by the  
25 objecting Class Member or his or her attorney, along with all supporting papers. All such  
26 objections and written notices of intention to appear should be signed and contain the Class  
27 Member’s name and address and the address of counsel, if any, and comply with the Response  
28 Deadline. If submitted in this manner, the objection should clearly explain why the Class Member

1 objects to the Settlement and state whether the Class Member (or someone on their behalf) intends  
2 to appear at the Final Approval Hearing. The Claims Administrator shall immediately upon  
3 receipt transmit to the Parties' counsel copies of all objections and supporting papers. The Parties  
4 then shall file any objections received in this manner and all supporting papers with the Court as  
5 soon as practicable but not more than three (3) business days after receipt. A Class Member may  
6 appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing  
7 to present his or her objection directly to the Court. If a Class Member objects to this Settlement,  
8 the Class Member will remain a member of the Settlement Class and if the Court approves this  
9 Settlement, the Class Member will be bound by the terms of the Settlement and Final Approval in  
10 the same way and to the same extent as a Class Member who does not object. The Court retains  
11 final authority with respect to the consideration and admissibility of any Class Member objections.

12                   Neither the Parties nor their counsel will solicit or otherwise encourage Class  
13 Members to submit written objections to the Settlement or appeal from the Order and Judgment.  
14 Class Counsel will not represent any Class Members with respect to any such objections to this  
15 Settlement.

16           **V.       “Notice Packet.”**

17                   The Notice of Class Action Settlement, Individual Settlement Payment  
18 calculations, and Individual PAGA Payment calculations to include workweek information.

19           **W.       “PAGA Period.”**

20                   The period between November 12, 2018 and the earlier of November 3, 2022, or  
21 the date of approval of this PAGA Settlement.

22           **X.       “Plaintiffs.”**

23                   Plaintiffs Ashley Minniear and Sebrina Bow.

24           **Y.       “Plaintiffs’ Released Claims.”**

25                   Upon the Effective Date, and as a condition of receiving any portion of their Class  
26 Representative Enhancement Payments, Plaintiffs shall fully and finally release the Released  
27 Parties from any and all claims, known and unknown, under federal, state and/or local law, statute,  
28 ordinance, regulation, common law, or other source of law, including but not limited to claims



1 arising from or related to their employment with Defendants and their compensation while  
2 employees of Defendants. Plaintiffs' Released Claims shall be set forth more-fully in the stand-  
3 alone settlement agreement and general release of all claims. Plaintiffs' Released Claims include,  
4 but are not limited to, all claims arising from or related to the Action. Plaintiffs' Released Claims  
5 include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages,  
6 straight time compensation, overtime compensation, double-time compensation, and interest; the  
7 calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay  
8 wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final  
9 wages; missed/short/late/interrupted meal period, rest period, and/or recovery period  
10 wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods  
11 and/or recovery periods; the calculation of meal period, rest period, and/or recovery period  
12 premiums; reimbursement for all necessary business expenses, including work-related cell-phone  
13 expenses and car mileage for work-related travel; payment for all hours worked, including off-the-  
14 clock work; wage statements; deductions; failure to keep accurate records; failure to provide  
15 suitable seating; failure to maintain temperature providing reasonable comfort; unlawful  
16 deductions and/or withholdings from wages; failure to provide health and safety equipment; unfair  
17 business practices; penalties, including, but not limited to, recordkeeping penalties, wage  
18 statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties;  
19 and attorneys' fees and costs. Plaintiffs' Released Claims include all claims arising under the  
20 California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202,  
21 203, 204, 204.1, 204.2, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225,  
22 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516,  
23 550, 551, 552, 553, 558, 1174, 1174.5, 1175, 1182.1, 1182.3, 1182.12, 1193.6, 1194, 1194.2,  
24 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*,  
25 2802, 2804, and 6401); all claims arising under: the Wage Orders of the California Industrial  
26 Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA); California  
27 Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include  
28 sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil

1 Procedure § 1021.5; all state and local ordinances related to COVID-19 right of recall; the  
2 California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29  
3 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C.  
4 §§ 1001, *et seq.* (ERISA). Plaintiffs' Released Claims also include all claims for lost wages and  
5 benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising  
6 under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful  
7 termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the  
8 Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in  
9 Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the  
10 law of contract and tort. This release excludes the release of claims not permitted by law.

11 Plaintiffs' Released Claims include all claims, whether known or unknown. Even  
12 if Plaintiffs discover facts in addition to or different from those that they now know or believe to  
13 be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain  
14 released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights  
15 and benefits of section 1542 of the California Civil Code, which reads:

16 **A general release does not extend to claims that the creditor or releasing party**  
17 **does not know or suspect to exist in his or her favor at the time of executing**  
18 **the release and that, if known by him or her, would have materially affected**  
19 **his or her settlement with the debtor or released party.**

20 **Z. "Released Aggrieved Employee Claims."**

21 All Aggrieved Employees, including those who timely and effectively exclude  
22 themselves from the Released Class Claims, shall nevertheless be bound by the Released  
23 Aggrieved Employee Claims and shall receive a pro rata portion of 25% of the PAGA Settlement  
24 Amount. Aggrieved Employees who timely and effectively exclude themselves from the Released  
25 Class Claims shall have their PAGA claims released only for the PAGA Period. All Aggrieved  
26 Employees, on behalf of themselves and their respective former and present representatives,  
27 agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties  
28 from all claims, rights, demands, liabilities, and causes of action, for PAGA civil penalties

1 asserted in the Action and/or arising from, or reasonably related to the facts and claims alleged in  
2 the Amended Complaint and/or November 12, 2019 LWDA exhaustion letter identified on the  
3 LWDA’s website as LWDA-CM-756849-19. Such claims, rights, demands, liabilities, and causes  
4 of action include those arising out of the following: California Minimum Wage Order (MW-  
5 2014), Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226,  
6 226.2, 226.3, 226.7, 256, 510, 511, 512, 516, 551, 552, 553, 558, 1174, 1174.5, 1182.1-1182.3,  
7 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1198, 2698, *et seq.*,  
8 2699, *et seq.*, 2699.3, 2802, and 6401 (“Released Aggrieved Employee Claims”).

9 **AA. “Preliminary Approval.”**

10 The Court’s order granting preliminary approval of the Settlement Agreement.

11 **BB. “Qualified Settlement Account.”**

12 The fund established by the Claims Administrator pursuant to Internal Revenue  
13 Code Section 1.468B-1.

14 **CC. “Released Class Claims.”**

15 As of the date of the Order Granting Final Approval, and only after the Settlement  
16 has been fully funded by Defendants, all Class Members shall fully and finally release Released  
17 Parties of the Released Class Claims. The Released Class Claims include any and all claims,  
18 wage and hour claims, rights, demands, liabilities and causes of action of any nature or description  
19 alleged/asserted in the Action, as amended, arising from and/or related to the facts and claims  
20 alleged/asserted in the Action, that could have been alleged/asserted in the Action based on the  
21 facts and claims alleged in the Action, as amended during the Class Period, and the facts and  
22 claims asserted in, arising from or related to, or could have been alleged in: the PAGA letter dated  
23 November 12, 2019, which was sent to the LWDA on behalf of Minniear and other alleged  
24 Aggrieved Employees and identified on the LWDA’s website as LWDA-CM-756849-19.

25 The Released Class Claims include all claims for unpaid wages, including, but not  
26 limited to, failure to pay minimum wages, straight time compensation, overtime compensation,  
27 double-time compensation, and interest; the calculation of the regular rate of pay; wages related to  
28 alleged unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay

1 wages at least twice each calendar month; failure to timely pay wages;  
2 missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums;  
3 failure to provide meal periods; failure to authorize and permit rest periods and/or recovery  
4 periods; the calculation of meal, rest, and/or recovery period premiums; reimbursement for all  
5 necessary business expenses, including work-related cell-phone expenses and car mileage for  
6 work-related travel; payment for all hours worked, including off-the-clock work; failure to  
7 provide/furnish accurate itemized wage statements; deductions; failure to keep/maintain accurate  
8 records; failure to timely pay final wages; unlawful deductions and/or withholdings from wages;  
9 failure to provide health and safety equipment; unfair business practices; penalties, including, but  
10 not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-  
11 wage penalties, and waiting-time penalties; and attorneys' fees and costs; for civil and statutory  
12 penalties, including wage statement and payroll reporting penalties, record keeping penalties,  
13 minimum wage penalties, penalties for personnel file violations; attorneys' fees and costs; and  
14 unfair business practices related to the Released Class Claims. The Released Class Claims also  
15 include but are not limited to all such claims arising under: California Labor Code sections 200,  
16 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218, 218.5, 218.6, 221, 223,  
17 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516,  
18 551, 552, 553, 558, 1174, 1174.5, 1175, 1182.1, 1182.3, 1182.12, 1193.6, 1194, 1194.2, 1194.3,  
19 1194.5, 1195, 1195.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698 *et seq.*, 2699 *et seq.*,  
20 2699.3, 2802, 2804, and 6401; all claims arising under the California Private Attorneys General  
21 Act of 2004 ("PAGA") related to the Released Claims and Released Aggrieved Employee Claims;  
22 California Code of Regulations tit. 8 section 3395; all claims relating to the Released Class Claims  
23 under the California Business and Professions Code section 17200, *et seq.*; the Release shall also  
24 include all claims relating to the Released Claims under the applicable Wage Orders of the  
25 California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 4-  
26 2001, 5-2001, 10-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage  
27 statements, failure to provide right to inspect or copy personnel files, failure to keep accurate  
28 records, for civil and statutory penalties, including wage statement penalties, record keeping

1 penalties, reporting time pay, and penalties for personnel file violation. The Released Claims  
2 include those under the Fair Labor and Standards Act (“FLSA”), including those related to  
3 recordkeeping obligations, 29 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, *et seq.*; and all  
4 state and federal law equivalents arising from or related to the facts and claims alleged in the  
5 Action and/or LWDA letter or that could have been alleged in the Action and/or LWDA letter;  
6 California Civil Code sections 3287, 3288, 3289; California Code of Civil Procedure § 1021.5;  
7 and the California common law of contract. This release excludes the release of claims not  
8 permitted by law, including but not limited to claims brought for workers’ compensation benefits.

9           The following language will be printed on the reverse of each Settlement Payment  
10 Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge  
11 that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement  
12 and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the [Action], elect to  
13 participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that  
14 are covered by the Settlement.”

15           Upon entry of Judgment, Class Members are precluded from filing a wage and hour  
16 action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of  
17 action encompassed by the Released Claims which are extinguished and precluded pursuant to the  
18 holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release  
19 excludes the release of claims not permitted by law.

20           **DD. “Released Parties.”**

21           Defendants and their past, present, and future parents, subsidiaries, affiliated  
22 companies, agents, managing agents, employees, servants, officers, directors, owners (whether  
23 direct or indirect), general partners, limited partners, trustees, representatives, shareholders,  
24 stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity  
25 sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors,  
26 successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint  
27 employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers,  
28 co-employers, potential and/or alleged co-employers, common law employers, potential and

1 alleged common law employers, contractors, affiliates, service providers, alter-egos, potential  
2 and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential  
3 or alleged to have joint liability, and all of their respective past, present and future employees,  
4 directors, officers, members, owners, agents, representatives, payroll agencies, attorneys,  
5 stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all  
6 persons and/or entities acting under, by, through or in concert with any of them.

7 **EE. "Request for Exclusion."**

8 A notice submitted by a Class Member requesting to be excluded from the  
9 Settlement. For the Request for Exclusion to be valid, it must include the Class Member's full  
10 name, signature, address, telephone number and a written statement requesting to be excluded  
11 from this Settlement. The Request for Exclusion must be returned by mail or fax to the Claims  
12 Administrator at the specified address or facsimile number and postmarked or faxed on or before  
13 the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive  
14 means to determine whether a Request for Exclusion has been timely submitted. A Class Member  
15 who does not submit a timely and valid Request for Exclusion from the Settlement will be deemed  
16 a Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is  
17 granted Final Approval by the Court. Any Class Member who timely submits a valid Request for  
18 Exclusion will not receive payment from the Settlement, and will not be bound by the terms of the  
19 Settlement Agreement or Judgment (with the exception of claims arising under PAGA).  
20 Aggrieved Employees eligible for a portion of the PAGA Settlement Amount will receive their  
21 share of the employee portion of the PAGA Settlement Amount and will be deemed to have  
22 released the Released Aggrieved Employee Claims, regardless of whether they submit a Request  
23 for Exclusion.

24 **FF. "Response Deadline."**

25 The deadline by which Class Members must mail or fax to the Claims  
26 Administrator valid Requests for Exclusion, Notices of Objection to the Settlement, or workweek  
27 disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of  
28 the Notice Packet by the Claims Administrator, unless the 45th day falls on a Sunday or Federal

1 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.  
2 Postal Service is open. The Response Deadline for Requests for Exclusion, Notices of Objection,  
3 or workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-  
4 mailed a Notice Packet by the Claims Administrator, unless the 15th day falls on a Sunday or  
5 Federal holiday, in which case the Response Deadline will be extended to the next day on which  
6 the U.S. Postal Service is open. The Response Deadline may also be extended by express  
7 agreement between Class Counsel and Defendants. Under no circumstances, however, will the  
8 Claims Administrator have the authority to unilaterally extend the deadline for Class Members to  
9 submit a Request for Exclusion, Notice of Objection to the Settlement, or workweek disputes.

10 **GG. “Settlement Payment Check.”**

11 The payment to Class Members. The back of the Settlement Payment Check shall  
12 state, immediately below the space where the check is to be endorsed by the payee: “By endorsing  
13 or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms  
14 set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards  
15 Act (“FLSA”) portion of the [Action], elect to participate in the settlement of the FLSA claims,  
16 and agree to release all of my FLSA claims that are covered by the Settlement.”

17 **II. Funding of the Class Settlement Amount.**

18 Defendants will make three installment deposits of the Class Settlement Amount  
19 into a Qualified Settlement Account to be established by the Claims Administrator, as well as an  
20 amount sufficient to pay the employer-side payroll taxes required by law on the wage portions of  
21 the Individual Settlement Payments, other than taxes typically withheld as payroll tax deductions.

22 The three installment deposits shall be made as follows: (1) 25% on the date of  
23 Preliminary Approval of the Settlement; (2) 50% on or before December 31, 2022 (whether or not  
24 the Court has already granted Preliminary Approval of the Settlement); and (3) 25% on or before  
25 February 28, 2023 (whether or not the Court has already granted Preliminary Approval of the  
26 Settlement). Defendants will be entitled to a prompt refund within ten (10) calendar days if  
27 Preliminary Approval and/or Final Approval is not granted.

28 ///

1                   Within fourteen (14) calendar days of the date Defendants make the third  
2 installment deposit listed above or, if later, within fourteen (14) calendar days of the later of the  
3 date of Final Approval and expiration of any time period available to appeal such Final Approval,  
4 the Claims Administrator will issue payments to: (a) Class Members who have not timely and  
5 validly requested exclusion; (b) Aggrieved Employees; (c) the LWDA; (d) Plaintiffs; and (e) Class  
6 Counsel. The Claims Administrator will also issue a payment to itself for Court-approved services  
7 performed in connection with the Settlement. Defendants have no obligation to deposit such funds  
8 prior to the deadline set forth herein. Prior to issuing checks to Class Members, the Claims  
9 Administrator will run the Class Members' most updated addresses against the National Change of  
10 Address Database to obtain the most current address for mailing the checks. If a check is returned  
11 as undeliverable from Class Members whose Notice Packet was returned and no new address was  
12 ascertained, then no further steps need to be taken. For other checks returned, the Claims  
13 Administrator shall conduct a skip trace or other similar search to locate an updated address and  
14 the Claims Administrator shall re mail the check within seven (7) business days of return of the  
15 check.

16 **III. Attorneys' Fees and Costs.**

17                   Defendants agree not to oppose or impede any application by Class Counsel for  
18 attorneys' fees of not more than \$82,250.00, or the reimbursement of costs and expenses  
19 associated with Class Counsel's litigation and settlement of the claims covered by the Action not  
20 to exceed \$25,000.00. No counsel shall be entitled to attorneys' fees or costs for work performed  
21 in the Action other than as provided in this Settlement Agreement. The instant Settlement  
22 Agreement is the exclusive means for recovery of attorneys' fees and costs incurred in the Action  
23 by any attorney, law firm and/or other legal services provider except for the event that either party  
24 is required to seek to enforce this settlement agreement or the judgment.

25 **IV. Class Representative Enhancement Payments.**

26                   In exchange for a general release and in recognition of their effort and work in  
27 prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede  
28 any application or motion for a Class Representative Enhancement Payment in the amount of up to



1 \$10,000.00 for Minniear and \$10,000.00 for Bow. The Class Representative Enhancement  
2 Payments will be paid from the Class Settlement Amount and will be in addition to Plaintiffs’  
3 Individual Settlement Payments paid pursuant to the Settlement. Plaintiffs will be solely and  
4 legally responsible to pay any and all applicable taxes on the payment made pursuant to this  
5 Section and will indemnify and hold Defendants harmless from any claim or liability for taxes,  
6 penalties, or interest arising as a result of the payment.

7 **V. Claims Administration Costs.**

8 The Claims Administrator will be paid for the reasonable costs of administration of  
9 the Settlement and distribution of payments from the Class Settlement Amount, which are  
10 currently estimated to be \$9,500.00.

11 The Parties hereby acknowledge that the Claims Administration Costs may  
12 increase above the current estimate of \$9,500.00 and that any such additional Claims  
13 Administration Costs that are approved by the Parties’ counsel and the Court shall be taken out of  
14 the Class Settlement Amount.

15 **VI. Labor and Workforce Development Agency Payment/PAGA Settlement Amount.**

16 Subject to Court approval, the Parties agree that \$18,7500.00 of the Class  
17 Settlement Amount will be designated for satisfaction of PAGA claims (the “PAGA Settlement  
18 Amount”) and release of the Released Aggrieved Employee Claims. Pursuant to the PAGA,  
19 \$14,062.50 (75%) of the PAGA Settlement Amount will be paid to the LWDA and \$4,687.50  
20 (25%) of the PAGA Settlement Amount will be paid to Aggrieved Employees.

21 **VII. Net Settlement Amount.**

22 The Net Settlement Amount will be used to satisfy Individual Settlement Payments  
23 to Class Members from the Settlement Class and payroll tax withholdings in accordance with the  
24 terms of this Settlement.

25 **VIII. Individual Settlement Payment Calculations.**

26 Individual Settlement Payments will be calculated and apportioned from the Net  
27 Settlement Amount based on the number of workweeks a Class Member worked during the Class  
28 Period. Specific calculations of Individual Settlement Payments will be made as follows:

- 1 (a) The Claims Administrator will calculate the total number of weeks worked  
2 (weeks in which at least one day was worked) by each Class Member  
3 (“Individual Workweeks”) and the total number of weeks worked by all  
4 Class Members (“Class Workweeks”) during the Class Period.
- 5 (b) To determine each Class Member’s Individual Settlement Payment, the  
6 Claims Administrator will use the following formula: Individual Settlement  
7 Payment = (Individual Workweeks ÷ Class Workweeks) × Net Settlement  
8 Amount.

9 The Individual Settlement Payment will be reduced by any required deductions for  
10 each Class Member as set forth herein, including employee-side tax withholdings or deductions.  
11 The Individual Settlement Payments will be allocated as follows: 25% to wages and 75% to  
12 interest and penalties.

13 The Individual Settlement Payments made to Class Members under this Settlement,  
14 and any other payments made pursuant to this Settlement, will not be utilized to calculate any  
15 additional benefits under any benefit plans to which any Class Members may be eligible,  
16 including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,  
17 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’  
18 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to  
19 which any Class Members may be entitled under any benefit plans.

20 **IX. Individual PAGA Payments.**

21 Individual PAGA Payments will be calculated and apportioned from the Aggrieved  
22 Employees Amount based on the number of pay periods an Aggrieved Employee worked during  
23 the PAGA Period. Specific calculations of Individual PAGA Payments will be made as follows:

- 24 (a) The Claims Administrator will calculate the total number of pay periods  
25 worked (pay periods in which at least one day was worked) by each  
26 Aggrieved Employee (“Individual Pay Periods”) and the total number of  
27 pay periods worked by all Aggrieved Employees (“Total Pay Periods”)  
28 during the Class Period.

1 (b) To determine each Aggrieved Employees Individual PAGA Payment, the  
2 Claims Administrator will use the following formula: Individual PAGA  
3 Payment = (Individual Pay Periods ÷ Total Pay Periods) × Aggrieved  
4 Employees Amount.

5 **X. Claims Administration Process.**

6 1. The Parties agree to cooperate in the administration of the Settlement and to  
7 make all reasonable efforts to control and minimize the costs and expenses incurred in  
8 administration of the Settlement. The Claims Administrator will provide the following services:

- 9 a. Establish and maintain a Qualified Settlement Account.
- 10 b. Calculate the Individual Settlement Payment each Class Member is eligible  
11 to receive.
- 12 c. Translate the Notice Packet into Spanish by request of Class Members.
- 13 d. Print and mail the Notice Packet.
- 14 e. Establish and maintain a toll-free information telephone support line to  
15 assist Class Members who have questions regarding the Notice Packet.
- 16 f. Establish and maintain a website with information to assist Class Members,  
17 including the posting of notice of final judgment.
- 18 g. Conduct additional address searches for mailed Notice Packets that are  
19 returned as undeliverable.
- 20 h. Process Requests for Exclusion, calculate Class Members' Individual  
21 Settlement Payment, field inquiries from Class Members, and administer  
22 any Requests for Exclusion. This service will include settlement proceed  
23 calculation, printing and issuance of Settlement Payment Checks, and  
24 preparation of IRS W-2 and 1099 Tax Forms. Basic accounting for and  
25 payment of employee tax withholdings and forwarding all payroll taxes and  
26 penalties to the appropriate government authorities will also be included as  
27 part of this service.

28

- 1           i.       Issuing to Plaintiffs, Class Members, and Plaintiffs' Counsel any W-2,  
2                   1099, or other tax forms as may be required by law for all amounts paid  
3                   pursuant to this Settlement.
- 4           j.       Provide declarations and/or other information to the Court as requested by  
5                   the Parties and/or the Court.
- 6           k.       Provide weekly status reports to counsel for the Parties.
- 7           2.       Within fourteen (14) calendar days of Preliminary Approval, Defendants  
8 will provide the Class List to the Claims Administrator.
- 9           3.       Within fourteen (14) calendar days after receiving the Class List from  
10 Defendants, the Claims Administrator will mail a Notice Packet to all Class Members via regular  
11 First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.
- 12           4.       Prior to mailing, the Claims Administrator will perform a search based on  
13 the National Change of Address Database for information to update and correct any known or  
14 identifiable address changes. Any Notice Packets returned to the Claims Administrator as non-  
15 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.  
16 Mail to the forwarding address affixed thereto and the Claims Administrator will indicate the date  
17 of such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims  
18 Administrator will promptly attempt to determine the correct address using a skip-trace, or other  
19 search using the name, address and/or Social Security number of the Class Member involved, and  
20 will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice  
21 Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen  
22 (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion or Notice of  
23 Objection to the Settlement.
- 24           5.       All Class Members will be mailed a Notice Packet containing the forms  
25 attached as Exhibit 1 as approved by the Court.
- 26           6.       Class Members will have an opportunity to dispute the information  
27 provided in their Notice Packets. To the extent Class Members dispute the number of workweeks  
28 to which they have been credited or the amount of their Individual Settlement Payment, Class

1 Members may produce evidence to the Claims Administrator showing that such information is  
2 inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed  
3 determinative. However, if a Class Member produces evidence to the contrary, the Claims  
4 Administrator will evaluate the evidence submitted by the Class Member and will make the final  
5 decision as to the number of eligible workweeks that should be applied and/or the Individual  
6 Settlement Payment to which the Class Member may be entitled. The workweek dispute must be  
7 returned by mail or fax to the Claims Administrator at the specified address or facsimile number  
8 and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax  
9 receipt confirmation will be the exclusive means to determine whether a workweek dispute has  
10 been timely submitted. All such disputes are to be resolved not later than fourteen (14) calendar  
11 days after the Response Deadline.

12           7.       Defective Submissions. If a Class Member's Request for Exclusion is  
13 defective as to the requirements listed herein, that Class Member will be given an opportunity to  
14 cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three  
15 (3) business days of receiving the defective submission to advise the Class Member that his or her  
16 submission is defective and that the defect must be cured to render the Request for Exclusion  
17 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)  
18 calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised  
19 Request for Exclusion.

20           8.       Request for Exclusion Procedures. Any Class Member wishing to opt-out  
21 from the Settlement Agreement must sign and postmark or fax a written Request for Exclusion to  
22 the Claims Administrator within the Response Deadline. The date of the postmark on the return  
23 mailing envelope or the fax receipt confirmation will be the exclusive means to determine whether  
24 a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted  
25 to the Claims Administrator, who will certify jointly to Class Counsel and Defendants' Counsel  
26 the Requests for Exclusion that were timely submitted. Any Class Member who does not timely  
27 seek exclusion will be bound by the terms of this Settlement Agreement. Any Class Member who  
28 timely submits a valid Request for Exclusion will not receive payment from the Settlement, and

1 will not be bound by the terms of the Settlement Agreement or Judgment (with the exception of  
2 the PAGA Released Claims if they are an Aggrieved Employee). Class Members eligible for a  
3 portion of the PAGA Settlement will receive their share of the employee portion of the PAGA  
4 Settlement Amount and will be deemed to have released any claims arising out of PAGA,  
5 regardless of whether they submit a Request for Exclusion.

6 **XI. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

7 1. Defendants' Option to Nullify the Settlement Agreement. If five percent  
8 (5%) or more of the Class Members opt out of the Settlement (or are otherwise excluded),  
9 Defendants, in their sole discretion, shall have the option of nullifying the Settlement Agreement  
10 within fourteen (14) calendar days after the Response Deadline. In such a case, the Parties and  
11 any funds to be awarded under this Settlement Agreement shall be returned to their respective  
12 statuses as of the date and time immediately prior to the execution of this Agreement, and the  
13 Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except  
14 that any fees already incurred by the Claims Administrator shall be paid by Defendants.

15 2. Nullification of the Settlement Agreement. In the event: (i) the Court does  
16 not enter the Preliminary Approval Order and approve the Released Claims specified herein;  
17 (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendants exercise  
18 their option to nullify the Settlement Agreement based on an excessive number of opt-outs, as  
19 described in the above Section; or (iv) the Settlement does not become final for any other reason  
20 (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction  
21 of the Attorneys' Fees and Costs and/or any Class Representative Enhancement Payment(s) shall  
22 not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or  
23 judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void  
24 from the beginning, and the Stipulations and Recitals contained herein shall be of no force or  
25 effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the  
26 Parties and any funds to be awarded under this Settlement Agreement shall be returned to their  
27 respective statuses as of the date and time immediately prior to the execution of this Settlement  
28 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not

1 been executed, except that any fees already incurred by the Claims Administrator shall be paid  
2 equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in  
3 order to obtain preliminary and/or final approval in the event that the Court raises issues or  
4 questions about this Settlement or anything pertaining to this Settlement (including, but not  
5 limited to, the motion for preliminary approval and motion for final approval).

6           3.       Settlement Terms Bind All Class Members Who Do Not Opt Out. Any  
7 Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a  
8 timely and valid Request for Exclusion will be bound by all its terms, including those pertaining to  
9 the Released Claims.

10 **XII.   Certification Reports Regarding Individual Settlement Payment Calculations.**

11           1.       The Claims Administrator will provide Defendants’ counsel and Class  
12 Counsel a weekly report which certifies: (a) the number of Class Members who have submitted  
13 valid Requests for Exclusion; (b) any objections submitted to the Settlement along with a copy of  
14 any such objection; and (c) whether any Class Member has submitted a challenge to any  
15 information contained in his/her Notice Packet. Additionally, the Claims Administrator will  
16 provide to counsel for both Parties any updated reports regarding the administration of the  
17 Settlement Agreement as needed or requested.

18           2.       Uncashed Settlement Checks. Any checks issued by the Claims  
19 Administrator to Class Members will be negotiable for one-hundred eighty (180) calendar days.  
20 After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become  
21 null and void, and any monies remaining in the distribution account shall be distributed to the  
22 Controller of the State of California to be held pursuant to the Unclaimed Property Law,  
23 California Civil Code § 1500 *et seq.*, for the benefit of those Settlement Class members or  
24 Aggrieved Employees who did not cash their checks until such time that they claim their property.  
25 The Parties agree that this disposition results in no “unpaid residue” under California Civil  
26 Procedure Code § 384, as the entire Settlement Payment will be paid out to Settlement Class  
27 members, whether or not they all cash their Settlement Checks. Therefore, Defendants will not be  
28 required to pay any interest on said amount.

1                   3.       Certification of Completion. Upon completion of administration of the  
2 Settlement, the Claims Administrator will provide a written declaration under oath to certify such  
3 completion to the Court and counsel for all Parties.

4 **XIII. Tax Treatment of Individual Settlement Payments.**

5                   The Individual PAGA Payments will be allocated as 100% penalties and reported on an  
6 IRS-Form 1099. The Individual Settlement Payments will be allocated as follows: 25% of each  
7 Individual Settlement Payment will be allocated as wages and 75% will be allocated as penalties  
8 and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portion  
9 allocated to penalties and interest will be reported on an IRS Form-1099 by the Claims  
10 Administrator. The Individual Settlement Payments will be reduced by any required legal  
11 deductions for each Class Member. All standard employee payroll deductions will be made for  
12 state and federal withholding taxes, including any other applicable payroll deductions owed by the  
13 Class Members as a result of the wage component, resulting in a net wage component. The  
14 Claims Administrator will issue a check and W-2 Form to each Class Member for the wage  
15 component. The Claims Administrator will issue a second check and IRS Form-1099 for the  
16 remaining penalties and interest component. No withholding shall be made on the penalties and  
17 interest portion of the Individual Settlement Payment. The Claims Administrator shall be  
18 responsible for issuing the payments and calculating and withholding all required state and federal  
19 taxes. The Claims Administrator shall determine the eligibility for, and the amounts of, any  
20 Individual Settlement Payments under the terms of this Settlement Agreement. Any disputes not  
21 resolved by the Claims Administrator concerning the administration of the Settlement will be  
22 resolved by the Court, under the laws of the State of California. Prior to any such involvement of  
23 the Court, counsel for the Parties will confer in good faith to resolve the dispute without the  
24 necessity of involving the Court.

25 **XIV. Administration of Taxes by the Claims Administrator.**

26                   1.       Tax Liability. Defendants make no representation as to the tax treatment or  
27 legal effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying  
28 on any statement, representation, or calculation by Defendants or by the Claims Administrator in



1 this regard. Plaintiffs and Class Members understand and agree they will be solely responsible for  
2 the payment of their share of any taxes and penalties assessed on the payments described herein.

3           2.       Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT  
4 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY,”  
5 AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE  
6 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES  
7 THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN  
8 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR  
9 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY  
10 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
11 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
12 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
13 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS  
14 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
15 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT  
16 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
17 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
18 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
19 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
20 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
21 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
22 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
23 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF  
24 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
25 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
26 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
27 SETTLEMENT AGREEMENT.

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1 **XV. Releases.**

2 1. No Prior Assignments. The Parties and their counsel represent, covenant,  
3 and warrant that they have not directly or indirectly assigned, transferred, encumbered, or  
4 purported to assign, transfer, or encumber to any person or entity any portion of any liability,  
5 claim, demand, action, cause of action or right herein released and discharged.

6 2. It is the desire of Plaintiffs, Class Members (except those who exclude  
7 themselves from the Settlement), and Defendants to fully, finally, and forever settle, compromise,  
8 and discharge the Released Class Claims and Released Aggrieved Employee Claims. Upon the  
9 Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims  
10 as may be created by this Settlement Agreement, the Class Members shall fully release and  
11 discharge the Released Parties from any and all Released Class Claims for the entire Class Period  
12 and the Aggrieved Employees shall fully release and discharge the Released Parties from any and  
13 all Released Aggrieved Employee Claims for the entire PAGA Period. This release shall be  
14 binding on all Class Members who have not timely submitted a valid and complete Request for  
15 Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives,  
16 guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released  
17 Parties, who shall have no further or other liability or obligation to any Class Member with respect  
18 to the Released Class Claims, except as expressly provided herein.

19 **XVI. Preliminary Approval Hearing.**

20 1. Plaintiffs will obtain a hearing before the Court to request Preliminary  
21 Approval of the Settlement Agreement and the entry of a Preliminary Approval Order for: (a)  
22 conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary  
23 Approval of the proposed Settlement Agreement, and (c) setting a date for a Final  
24 Approval/Settlement Fairness Hearing. The Preliminary Approval Hearing has been set for  
25 December 22, 2022.

26 2. The Preliminary Approval Order will provide for the Notice Packet to be  
27 sent to all Class Members as specified herein. In conjunction with the Preliminary Approval  
28

1 Hearing, Plaintiffs will submit this Settlement Agreement and will include the proposed Notice  
2 Packet.

3           3.       Class Counsel will be responsible for drafting all documents necessary to  
4 obtain Preliminary Approval, subject to review by Defendants’ counsel. Any failure by the Court  
5 to fully and completely approve the Settlement Agreement which has the effect of preventing the  
6 full and complete approval of the Settlement Agreement as written and agreed to by the Parties  
7 will result in this Settlement Agreement, and all obligations under this Settlement Agreement,  
8 being nullified and voided.

9           4.       After Preliminary Approval has been granted, Bow will request dismissal,  
10 and complete any necessary materials to effectuate the dismissal, of Bow v. Burke Williams, Inc.,  
11 et al., Signature Resolution Case No. EYEAK, Los Angeles County Superior Court Case No.  
12 19STCV40630.

13 **XVII. Final Settlement Approval Hearing and Entry of Judgment.**

14           1.       Upon expiration of the Response Deadline, and with the Court’s  
15 permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the  
16 Final Approval of the Settlement Agreement along with the amounts properly payable for: (a)  
17 Individual Settlement Payments and Individual PAGA Payments; (b) the LWDA Payment; (c) the  
18 Attorneys’ Fees and Costs; (d) the Class Representative Enhancement Payments; and (e) all  
19 Claims Administration Costs.

20           2.       Depending on the Court’s availability, the Parties will request that the Final  
21 Approval Hearing will be held no later than forty-five (45) calendar days after the Response  
22 Deadline. A violation of this provision shall not serve as grounds for nullification of this  
23 Agreement.

24           3.       Class Counsel will be responsible for drafting all documents necessary to  
25 obtain Final Approval, subject to review by Defendants’ counsel. Class Counsel will also be  
26 responsible for drafting the Attorneys’ Fees and Costs application to be heard at the Final  
27 Approval/Settlement Fairness Hearing. Any failure by the Court to fully and completely approve  
28 the Settlement Agreement will result in this Settlement Agreement entered into by the Parties, and

1 all obligations under this Settlement Agreement, being nullified and voided. Upon such failure,  
2 any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be  
3 treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of  
4 no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a  
5 case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to  
6 their respective statuses as of the date and time immediately prior to the execution of this  
7 Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement  
8 had not been executed, except that any fees already incurred by the Claims Administrator shall be  
9 paid equally by both Parties.

10 **XVIII. Judgment and Continued Jurisdiction.**

11           The Court shall retain jurisdiction with respect to the interpretation,  
12 implementation, and enforcement of the terms of this Settlement Agreement and all orders and  
13 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the  
14 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement  
15 embodied in this Settlement Agreement and all orders and judgments entered in connection  
16 therewith.

17 **XIX. Escalator Clause**

18           This Settlement is based on the Parties' understanding that there were  
19 approximately 14,800 employee pay periods (wage statements) (in total) encompassed in the  
20 PAGA Period as of June 10, 2022. If the actual number of employee pay periods encompassed  
21 within the PAGA Period exceeds 16,280 (14,800, plus 10% of 14,800), the Settlement Amount will  
22 be proportionally increased by the same number of percentage points by which the actual number  
23 of pay periods exceeds 16,280. For example, if the actual number of pay periods received during  
24 the PAGA Period is determined to be 2% higher than 16,280, the Settlement Amount will be  
25 increased by 2%. In the alternative, Defendants shall have the exclusive option to elect to end the  
26 PAGA Period on the date the number of pay periods reached 16,280.

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28 ///

1 **XX. Other Provisions.**

2 1. Return of Information. On or before September 26, 2022, Plaintiffs will  
3 return all copies of all information provided by Defendants in advance of mediation, including but  
4 not limited to employees' names and contact information and time and pay records, except for  
5 information necessary to seek and obtain approval of the Settlement by the Court.

6 2. Exhibits Incorporated by Reference. The terms of this Settlement include  
7 the terms set forth in any attached Exhibits, which are incorporated by this reference as though  
8 fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

9 3. Entire Agreement. This Settlement Agreement, any attached Exhibits, and  
10 Plaintiffs' individual settlement agreements constitute the entirety of the Parties' settlement terms.  
11 No other prior or contemporaneous written or oral agreements may be deemed binding on the  
12 Parties.

13 4. Amendment or Modification. This Settlement Agreement may be amended  
14 or modified only by a written instrument signed by counsel for all Parties or their successors-in-  
15 interest and approved by the Court.

16 5. Authorization to Enter Into Settlement Agreement. Counsel for all Parties  
17 warrant and represent they are expressly authorized by the Parties whom they represent to  
18 negotiate this Settlement Agreement and to take all appropriate action required or permitted to be  
19 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute  
20 any other documents required to effectuate the terms of this Settlement Agreement. The Parties  
21 and their counsel will cooperate with each other and use their best efforts to effect the  
22 implementation of the Settlement. If the Parties are unable to reach agreement on the form or  
23 content of any document needed to implement the Settlement, or on any supplemental provisions  
24 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the  
25 assistance of Deborah Crandall Saxe, Esq. (mediator) to resolve such disagreement.

26 6. Binding on Successors and Assigns. This Settlement Agreement will be  
27 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as  
28 previously defined.

1                   7.       California Law Governs. All terms of this Settlement Agreement and  
2 Exhibits hereto will be governed by and interpreted according to the laws of the State of  
3 California.

4                   8.       Execution and Counterparts. This Settlement Agreement is subject only to  
5 the execution of all Parties. However, the Settlement Agreement may be executed in one or more  
6 counterparts. All executed counterparts and each of them, including electronic signatures (*e.g.*,  
7 DocuSign), facsimile and scanned copies of the signature page, will be deemed to be one and the  
8 same instrument. The Parties expressly agree to the use of authorized electronic signature (*e.g.*,  
9 DocuSign).

10                  9.       Acknowledgement that the Settlement is Fair and Reasonable. The Parties  
11 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and  
12 have arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
13 litigation, taking into account all relevant factors, present and potential. The Parties further  
14 acknowledge that they are each represented by competent counsel and that they have had an  
15 opportunity to consult with their counsel regarding the fairness and reasonableness of this  
16 Settlement.

17                  10.       Invalidity of Any Provision. Before declaring any provision of this  
18 Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the  
19 fullest extent possible consistent with applicable precedents so as to define all provisions of this  
20 Settlement Agreement valid and enforceable.

21                  11.       Class Action Certification for Settlement Purposes Only. The Parties agree  
22 to stipulate to class certification only for purposes of the Settlement. If, for any reason, the  
23 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
24 that certification for purposes of the Settlement is not an admission that class action certification is  
25 proper under the standards applied to contested certification motions and that this Settlement  
26 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a  
27 class action should be certified or (b) Defendants are liable to Plaintiffs or any Class Member,  
28 other than according to the Settlement's terms.

1                   12.     Non-Admission of Liability. The Parties enter into this Settlement  
2 Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense,  
3 and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not  
4 admit, and specifically deny, they have violated any federal, state, or local law; violated any  
5 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,  
6 regulations or legal requirements; breached any contract; violated or breached any duty; engaged  
7 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to  
8 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of  
9 the negotiations connected with it, shall be construed as an admission or concession by Defendants  
10 of any such violations or failures to comply with any applicable law. Except as necessary in a  
11 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its  
12 terms and provisions shall not be offered or received as evidence in any action or proceeding to  
13 establish any liability or admission on the part of Defendants or to establish the existence of any  
14 condition constituting a violation of, or a non-compliance with, federal, state, local or other  
15 applicable law.

16                   13.     Captions. The captions and section numbers in this Settlement Agreement  
17 are inserted for the reader’s convenience, and in no way define, limit, construe or describe the  
18 scope or intent of the provisions of this Settlement Agreement.

19                   14.     Waiver. No waiver of any condition or covenant contained in this  
20 Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be  
21 considered to imply or constitute a further waiver by such party of the same or any other  
22 condition, covenant, right or remedy.

23                   15.     Enforcement Action. If one or more of the Parties institutes any legal  
24 action or other proceeding against any other Party or Parties to enforce the provisions of this  
25 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
26 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys’ fees  
27 and costs, including expert witness fees incurred in connection with any enforcement Action.

28 ///

1                   16.     Mutual Preparation. The Parties have had a full opportunity to negotiate the  
2 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will  
3 not be construed more strictly against one Party than another merely by virtue of the fact that it  
4 may have been prepared by counsel for one of the Parties, it being recognized that, because of the  
5 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of  
6 this Settlement Agreement.

7                   17.     Representation by Counsel. The Parties acknowledge that they have been  
8 represented by counsel throughout all negotiations that preceded the execution of this Settlement  
9 Agreement and that this Settlement Agreement has been executed with the consent and advice of  
10 counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there  
11 are no liens on the Settlement Agreement.

12                   18.     All Terms Subject to Final Court Approval. All amounts and procedures  
13 described in this Settlement Agreement herein will be subject to final Court approval.

14                   19.     Cooperation and Execution of Necessary Documents. All Parties will  
15 cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate  
16 the terms of this Settlement Agreement.

17                   20.     Confidentiality. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any  
18 press release or announcement of any kind related in any way to the Settlement. Plaintiffs and  
19 Plaintiffs' Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the  
20 terms of this Settlement confidential except for purposes of communicating with Plaintiffs only.  
21 Plaintiffs shall be informed that the Settlement is confidential and shall be advised to keep the  
22 Settlement confidential. From and after Preliminary Approval of the Settlement, the Class  
23 Members (including Plaintiffs and Class Counsel) may: (1) as required by law; (2) as required  
24 under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as  
25 Class Counsel, comment regarding the specific terms of the Settlement. In all other cases,  
26 Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement,  
27 whether oral, written or electronic (including the world wide web), to say the Class Action has  
28 been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms.




1 Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to  
2 faithfully discharge their duties as Class Counsel, including but not limited to, communicating  
3 with Class Members regarding the Settlement. This Settlement shall not be advertised or  
4 mentioned on any source, including Plaintiffs' Counsels' personal or firm website(s).

5 21. Binding Agreement. The Parties warrant that they understand and have full  
6 authority to enter into this Settlement, intend that this Settlement Agreement will be fully  
7 enforceable and binding on all Parties, and agree that it will be admissible and subject to  
8 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
9 provisions that otherwise might apply under federal or state law. Plaintiffs, and not their  
10 respective representative(s), must personally execute this Settlement Agreement.

11 *The Settlement Agreement consists of 34 pages with signatures appearing below.*

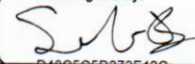
12  
13 Dated: 11/10/2022

**PLAINTIFF ASHLEY MINNIEAR**

14  
15 DocuSigned by:  
  
.018DA100CF849A  
16 Plaintiff Ashley Minniear

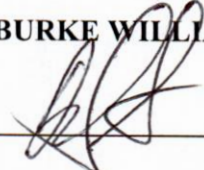
17 Dated: 11/11/2022

**PLAINTIFF SEBRINA BOW**

18  
19 DocuSigned by:  
  
.048C505D93F42C  
20 Plaintiff Sebrina Bow

21  
22  
23 Dated: 12/6/2022

**BURKE WILLIAMS, INC.**

24  
25   
26 DAVID ZIEBARTH, CFO  
27 Name of Authorized Signatory  
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Dated: 12/6/2022

**BW SUPPLIES, LLC**

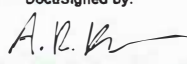
  
\_\_\_\_\_

DAVID EIEBARTH, CFO  
Name of Authorized Signatory

**APPROVED AS TO FORM**

Dated: 11/10/2022

**KIZIRIAN LAW FIRM, P.C.  
BOYAMIAN LAW, INC.**

DocuSigned by:  
  
\_\_\_\_\_

Armand R. Kizirian  
Michael H. Boyamian  
Attorneys for Plaintiffs Ashley Minniear and  
Sebrina Bow

Dated: 12-7-22

**SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP**

/s/ Richard J. Simmons  
Richard J. Simmons  
Attorneys for Defendants Burke Williams, Inc.  
and BW Supplies, LLC

# Exhibit “1”

## LEGAL NOTICE:

If you were employed in California by Burke Williams, Inc. or BW Supplies, LLC as an esthetician at any time between November 12, 2018 and November 3, 2022, a class, collective, and representative action settlement will affect your rights

*A court authorized this Notice. Minniear v. Burke Williams Inc., et al., Case No. 20STCV02154*

- Two employees, Ashley Minniear and Sebrina Bow (“Plaintiffs”), sued Burke Williams, Inc. and BW Supplies, LLC (“Defendants”) on behalf of themselves and others similarly situated for the following claims: (1) failure to pay compensation for all hours worked; (2) failure to pay minimum wage; (3) failure to pay overtime compensation; (4) failure to furnish accurate wage statements; (5) waiting time penalties; (6) failure to provide meal and rest periods; (7) unfair competition; and (8) penalties pursuant to the Private Attorneys General Act (“PAGA”) (the “Action”).
- The claims of Plaintiffs and the Class have been settled. The Court has preliminarily approved the settlement.
- If you qualify as a Class Member, you could receive money from the settlement.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	You will be paid your Individual Settlement Payment <b>and</b> you will give up any rights to sue for the Released Class Claims (defined below).
<b>SUBMIT A DATA DISPUTE</b>	Dispute the number of workweeks listed in your Notice. Receive a settlement share and give up any rights to sue for the Released Class Claims.
<b>EXCLUDE YOURSELF</b>	Waive all rights, including money, from the settlement. Retain all rights you may have against Defendants with the exception of claims arising under PAGA, as explained below.
<b>OBJECT</b>	Write to the Court about why you don’t agree with the settlement. The Court may or may not agree with your objection.
<b>HOW MUCH CAN I GET?</b>	Look at page 4 of this Notice.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved.

## 1. Why Did I Get This Notice Package?

**You are not being sued.** Plaintiffs sued Defendants in a class, collective, and representative action on behalf of similar employees like you.

Defendants' records show that you were employed in California by Defendants as an esthetician at some time between November 12, 2018 and November 3, 2022.

You received this Notice because you have a right to know about a proposed settlement of a class, collective, and representative action lawsuit and about your options before the Court decides whether to approve the settlement. If the Court approves it, and after any objections and appeals are resolved, a Claims Administrator appointed by the Court will make the payments that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

## 2. What Is This Lawsuit About?

Plaintiffs were employed in California by Defendants as estheticians at some time between November 12, 2018 and November 3, 2022. The Court has approved Plaintiffs to represent the Class.

The lawsuit alleges that Defendants engage in practices that violate California's labor and unfair competition laws. Plaintiffs seek compensation for unpaid wages, waiting time penalties, and damages and penalties. Defendants deny any liability whatsoever and deny that wages, damages, or penalties are owed, or that they acted contrary to California law or Federal law.

## 3. Do I Need to Hire an Attorney?

**You do not need to hire your own attorney.** You are already represented by Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

## 4. What Is Defendants' Position?

Defendants deny and continue to deny each of the claims and contentions.

Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Defendants have already spent substantial amounts of time, energy and resources defending this case and, unless this settlement is agreed to, will have to continue to devote time, energy and resources to the defense of the claims asserted by the Class. Defendants have also taken into account the risks of further litigation in reaching their decision. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Action.

Questions? Call <<CLAIMS ADMIN PH NO>> or go to <<CLAIMS ADMIN WEBSITE>>

## 5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. After a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement after mediating with a neutral third party mediator. The class claims were settled because Class Counsel and the Plaintiffs believe that the amount of the settlement is fair and reasonable in light of the strength and weaknesses of the claims and other factors.

## 6. How Do I Know If I Am Part of the Settlement?

You are a member of the Class if you were employed in California by Defendants as an esthetician at any time between November 12, 2018 and November 3, 2022.

## 7. What Does the Settlement Provide?

Class Members who do not timely submit a signed and valid Request for Exclusion will receive payments from the Net Settlement Amount. The Net Settlement Amount is the portion of the Class Settlement Amount of \$235,000.00 available for distribution to Class Members who do not timely submit a signed and valid Request for Exclusion after deduction of the Court-approved Class Representative Enhancement Payments, Class Counsel's Attorneys' Fees and Costs, Claims Administration Costs, and the State of California's portion of the PAGA Settlement Amount.

Deductions for Class Representative Enhancement Payments, Class Counsel's Attorneys' Fees and Costs, Claims Administration Costs, and the PAGA Settlement Amount. Class Counsel will ask the Court to award attorneys' fees in the amount of up to \$82,250.00, which represents thirty-five percent (35%) of the Class Settlement Amount, and litigation costs estimated at \$25,000.00 from the Class Settlement Amount. In addition, Class Counsel will ask the Court to authorize Representative Enhancement Payments from the Class Settlement Amount in the amount of \$10,000.00 to Minniear and \$10,000.00 to Bow to compensate them for the risks, time and expense of their involvement in this Action. These payments are in addition to whatever payments Plaintiffs are otherwise entitled to as Class Members. The Claims Administrator will also be reimbursed for the expense of notifying the Class Members of the settlement, processing claims and requests for exclusions submitted by Class Members, and distributing Individual Settlement Payments. Claims Administration Costs are estimated at \$9,500.00. Finally, Class Counsel will ask the Court to approve a PAGA Settlement Payment in the amount of \$18,750.00 for claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, of which \$14,062.50 will be awarded to the State of California, and \$4,687.50 will be awarded to Class Members by adding \$4,687.50 to the Net Settlement Amount.

## 8. What Can I Get From the Settlement?

**Each Class Member will receive approximately \$\_\_\_\_\_ for each workweek worked in the Class Period. Defendants' records indicate that you worked approximately \_\_\_ workweeks between November 12, 2018 and November 3, 2022. Based on these records, your estimated payment as a Class Member would be \$\_\_\_\_\_.**

Questions? Call <<CLAIMS ADMIN PH NO>> or go to <<CLAIMS ADMIN WEBSITE>>

**Each Aggrieved Employee will receive approximately \$\_\_\_\_\_ for each pay period worked in the PAGA Period. Defendants' records indicate that you worked approximately \_\_\_ pay periods between November 12, 2018 and November 3, 2022. Based on these records, your estimated payment as an Aggrieved Employee would be \$\_\_\_\_\_.**

Class Members who do not opt-out will be paid out of the Net Settlement Amount. Twenty-five percent (25%) of each Individual Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued, and seventy-five percent (75%) will be designated for alleged interest and penalties, for which an IRS Form 1099 shall be issued, as appropriate.

If you do not timely submit a valid Request for Exclusion by the Response Deadline, you will receive your share of the Net Settlement Amount after the Court approves the settlement.

### **9. How Was My Share Calculated?**

To determine the amount of the Net Settlement Amount to which each Class Member is entitled, the Claims Administrator used the workweek information provided by Defendants to calculate the total number of weeks worked by each Class Member ("Individual Workweeks") and the total number of weeks worked by all Class Members ("Class Workweeks") during the Class Period. To determine each Class Member's Individual Settlement Payment, the Claims Administrator used the following formula:  $\text{Individual Settlement Payment} = (\text{Individual Workweeks} \div \text{Class Workweeks}) \times \text{Net Settlement Amount}$ .

Individual Settlement Payments are net of employee and employer portions of state and federal withholding taxes.

Individual PAGA Payments were calculated and apportioned from the Aggrieved Employees Amount based on the number of pay periods an Aggrieved Employee worked during the PAGA Period. Specific calculations of Individual PAGA Payments were made as follows: The Claims Administrator calculated the total number of pay periods worked (pay periods in which at least one day was worked) by each Aggrieved Employee ("Individual Pay Periods") and the total number of pay periods worked by all Aggrieved Employees ("Total Pay Periods") during the Class Period. To determine each Aggrieved Employees Individual PAGA Payment, the Claims Administrator used the following formula:  $\text{Individual PAGA Payment} = (\text{Individual Pay Periods} \div \text{Total Pay Periods}) \times \text{Aggrieved Employees Amount}$ .

The workweek and pay period calculations shall be based on Defendants' records.

### **10. How Can I Get Payment?**

You do not need to take any action to qualify for payment. However, if you dispute the number of workweeks to which you have been credited, as provided in this Notice, or the amount of your Individual Settlement Payment, you must contact the Claims Administrator to register your dispute. You must mail or fax the Claims Administrator with the details of your dispute and documentary evidence (for example, W-2s or pay stubs). The deadline for this is <<Response

Questions? Call <<CLAIMS ADMIN PH NO>> or go to <<CLAIMS ADMIN WEBSITE>>

Deadline>>. If you do nothing, you will receive your Individual Settlement Payment and be bound by the terms of the settlement (including the Released Class Claims described in Section 12 below).

The law protects Class Members from retaliation based on their decision to participate in a class action settlement.

### **11. When Would I Get My Payment?**

The Court will hold the Final Approval Hearing on or about <<date>> in Department 36 of the Superior Court of the State of California, County of Los Angeles, 111 North Hill Street, Los Angeles, California 90012, to decide whether to approve the settlement.

If the Court approves the settlement, your settlement share will be mailed to you within approximately 90 days from the date of final judgment, unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved, and resolving them can take time.

### **12. What Rights Do I Give Up If I Participate or Do Nothing?**

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including releasing the Released Class Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Class Claims. It also means that all of the Court's orders will apply to you and legally bind you.

#### **Released Claims**

Released Class Claims. Upon the final approval by the Court of the settlement, unless you submit a valid and timely Request for Exclusion, you shall be deemed to fully and finally release Defendants and their past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them ("Released Parties") of the Released Class Claims. The Released Class Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or

Questions? Call <<CLAIMS ADMIN PH NO>> or go to <<CLAIMS ADMIN WEBSITE>>



description alleged/asserted in the Action, as amended, arising from and/or related to the facts and claims alleged/asserted in the Action, that could have been alleged/asserted in the Action based on the facts and claims alleged in the Action, as amended during the Class Period, and the facts and claims asserted in, arising from or related to, or could have been alleged in: the PAGA letter dated November 12, 2019, which was sent to the LWDA on behalf of Minniear and other alleged Aggrieved Employees and identified on the LWDA's website as LWDA-CM-756849-19.

The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal, rest, and/or recovery period premiums; reimbursement for all necessary business expenses, including work-related cell-phone expenses and car mileage for work-related travel; payment for all hours worked, including off-the-clock work; failure to provide/furnish accurate itemized wage statements; deductions; failure to keep/maintain accurate records; failure to timely pay final wages; unlawful deductions and/or withholdings from wages; failure to provide health and safety equipment; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; for civil and statutory penalties, including wage statement and payroll reporting penalties, record keeping penalties, minimum wage penalties, penalties for personnel file violations; attorneys' fees and costs; and unfair business practices related to the Released Class Claims. The Released Class Claims also include but are not limited to all such claims arising under: California Labor Code sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 551, 552, 553, 558, 1174, 1174.5, 1175, 1182.1, 1182.3, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698 *et seq.*, 2699 *et seq.*, 2699.3, 2802, 2804, and 6401; all claims arising under the California Private Attorneys General Act of 2004 ("PAGA") related to the Released Class Claims and Released Aggrieved Employee Claims; California Code of Regulations tit. 8 section 3395; all claims relating to the Released Class Claims under the California Business and Professions Code section 17200, *et seq.*; the Release shall also include all claims relating to the Released Class Claims under the applicable Wage Orders of the California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 4-2001, 5-2001, 10-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage statements, failure to provide right to inspect or copy personnel files, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, record keeping penalties, reporting time pay, and penalties for personnel file violation. The Released Class Claims include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, *et seq.*; and all state and federal law equivalents arising from or related to the facts and claims alleged in the Action and/or LWDA letter or that could have been alleged in the Action and/or LWDA letter; California Civil Code sections 3287, 3288, 3289; California Code of Civil Procedure § 1021.5; and the California common law of contract. This release excludes

the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the Class Period. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

Released Aggrieved Employee Claims. All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims, shall nevertheless be bound by the Released Aggrieved Employee Claims and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and effectively exclude themselves from the Released Class Claims shall have their PAGA claims released only for the PAGA Period. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims, rights, demands, liabilities, and causes of action, for PAGA civil penalties asserted in the Action and/or arising from, or reasonably related to the facts and claims alleged in the Amended Complaint and/or November 12, 2019 LWDA exhaustion letter identified on the LWDA's website as LWDA-CM-756849-19. Such claims, rights, demands, liabilities, and causes of action include those arising out of the following: California Minimum Wage Order (MW-2014), Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 511, 512, 516, 551, 552, 553, 558, 1174, 1174.5, 1182.1-1182.3, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, 2699.3, 2802, and 6401 ("Released Aggrieved Employee Claims").

### 13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the settlement, you may exclude yourself (generally called "opting out") by submitting a written opt-out request to the Claims Administrator.

In order to opt out, you must (1) fax or mail a written signed statement that "I wish to opt out from the Minniear v. Burke Williams Settlement."; (2) state your full name (and former names, if any), current address, telephone number and the last four digits of your Social Security number; and (3) ensure that your signed statement is faxed or postmarked no later than << Response Deadline >> ("Response Deadline").

You must sign the Request for Exclusion personally and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group. Your Request for Exclusion must be signed and returned via fax or United States first class mail postmarked no later than << Response Deadline >> to:

Questions? Call <<CLAIMS ADMIN PH NO>> or go to <<CLAIMS ADMIN WEBSITE>>

## **Phoenix Class Action Administration Solutions**

### **Address**

**Phone:** (\*\*\*) \*\*\*-\*\*\*\*

**Facsimile:** (\*\*\*) \*\*\*-\*\*\*\*

If you submit a timely and valid Request for Exclusion, then upon its receipt you shall no longer be a member of the Class, you shall be barred from participating in any portion of the settlement, you may not object and you shall receive no benefits from the settlement. However, Aggrieved Employees eligible for a portion of the PAGA Settlement Amount will receive their share of the employee portion of the PAGA Settlement Amount and will be deemed to have released the Released Aggrieved Employee Claims, regardless of whether they submit a Request for Exclusion.

If you wish, you may pursue, at your own expense, any claims you may have against Defendants. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Class, and be bound by the terms of the settlement (including the Released Class Claims described in Section 12 herein).

Do not submit both an objection and Request for Exclusion. If you submit both, the Request for Exclusion will be valid, and you will be excluded from the Class.

### **14. When Is the Final Approval and Settlement Fairness Hearing?**

The Court will hold a Final Approval Hearing in Department 36 of the Superior Court of California, County of Los Angeles, 111 North Hill Street, Los Angeles, California 90012, on <<date and time>> or such other, later date as the Court may authorize, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve Plaintiffs' Class Representative Enhancement Payments, Class Counsel's request for Attorneys' Fees and Costs, the Claims Administration Costs, and the PAGA Settlement Payment.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of the final judgment will be posted on the Claims Administrator's website at \_\_\_\_\_.

### **15. How Do I Object to the Settlement and Appear at the Final Approval and Settlement Fairness Hearing?**

You may object to the terms of the settlement before the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must mail a written objection to the Claims Administrator (at the address in Section 13 above). Any written objection must contain a statement of your objection to the settlement, accompanied by legal support, if any. Your objection must also contain your full name, address, telephone number, and signature. To be valid and effective, any objections to approval of the

settlement must be faxed or postmarked no later than << Response Deadline >>. DO NOT TELEPHONE THE COURT.

Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

You do not have to attend the hearing, but you may do so at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement (including the Released Class Claims described in section 12 herein).**

**16. How Do I Get Additional Information?**

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation And Settlement Of Class, Collective, And Representative Action (“Settlement Agreement”) between Plaintiffs and Defendants, which is on file with the Clerk of the Court, case number 20STCV02154. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Superior Court of California, County of Los Angeles.

**If you have any questions, you can call the Claims Administrator at (800) \_\_\_\_\_ or Class Counsel Armand R. Kizirian, Kizirian Law Firm, P.C., at (818) 221-2800.**

<b>CLASS COUNSEL</b>	<b>DEFENDANTS’ ATTORNEYS</b>
Armand R. Kizirian KIZIRIAN LAW, P.C. 550 North Brand Boulevard, Suite 1500 Glendale, CA 91203 Tel.: (818) 221-2800 Email: armand@kizirianlaw.com	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP Richard J. Simmons Melanie M. Hamilton 333 South Hope Street, 43rd Floor Los Angeles, California 90071-1448 Tel. (213) 620-1780 Email: mhamilton@sheppardmullin.com
Michael H. Boyamian BOYAMIAN LAW, INC. 550 North Brand Boulevard, Suite 1500 Glendale, CA 91203 Tel.: (818) 547-5300 Email: michael@boyamianlaw.com	

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.  
 BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES.**

Questions? Call <<CLAIMS ADMIN PH NO>> or go to <<CLAIMS ADMIN WEBSITE>>