

1                                   **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2                   This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement” or  
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Dominique Davis  
4 (“Plaintiff” or “Class Representative”), individually, on behalf of all others similarly situated and on  
5 behalf of the State of California with respect to aggrieved employees, and Defendant Barker  
6 Management, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

7                   This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined  
8 herein), the State of California as to the employment of PAGA Employees (as defined herein) and on  
9 Defendant, subject to the terms and conditions hereof and the approval of the Court.

10   **RECITALS**

11                   1.       On February 4, 2021, Plaintiff filed a Class Action Complaint for Damages against  
12 Defendant in the Superior Court of California for the County of Los Angeles, Case No. 21STCV04439  
13 (the “Class Action”), alleging nine (9) causes of action for violation of the California Labor Code for  
14 failure to pay overtime wages, failure to provide meal periods and premium payments in lieu thereof,  
15 failure to provide rest periods and premium payments in lieu thereof, failure to pay minimum wages,  
16 failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to  
17 provide compliant wage statements, failure to maintain complete and accurate payroll records, and  
18 failure to reimburse necessary business expenses, and one (1) cause of action under the California  
19 Business & Professions Code § 17200, *et seq.* for the aforementioned alleged conduct.

20                   2.       On July 6, 2021, Plaintiff submitted notice to the California Labor & Workforce  
21 Development Agency (“LWDA”) and Defendant of her intent to pursue civil penalties under the Private  
22 Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* (“PAGA Letter”).

23                   3.       On September 9, 2021, Plaintiff filed a Complaint for Enforcement Under the Private  
24 Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* against Defendant in the Superior Court of  
25 California for the County of Los Angeles, Case No. 21STCV33269 (the “PAGA Action”) (together with  
26 the Class Action, the “Actions”), alleging a single cause of action for penalties under Private Attorneys  
27 General Act, Cal. Labor Code § 2698, *Et Seq.* (“PAGA”), for violations of multiple provisions of the  
28 California Labor Code and applicable Industrial Welfare Commission Wage Orders.

1           4.       On May 20, 2022, by way of Court order, the Class Action and PAGA Action were  
2 consolidated, with the Class Action designated the lead action.

3           5.       Defendant denies all material allegations set forth in the Actions and has asserted  
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
5 Defendant desires to fully and finally settle the Actions, Released Class Claims, and Released PAGA  
6 Claims.

7           6.       Class Counsel in the Actions diligently investigated the class and PAGA claims against  
8 Defendant, including any and all applicable defenses and the applicable law, and through formal and  
9 informal discovery methods, obtained and reviewed extensive information, data, and documents to  
10 assess the claims and allegations.

11          7.       On December 15, 2021, counsel for the Parties participated in mediation with Paul  
12 Grossman, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and, with  
13 the assistance of the Mediator’s evaluations, the Parties accepted the Mediator’s Proposal and reached  
14 the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-  
15 length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential  
16 liability and exposure in relation to the costs and risks associated with continued litigation. Based on  
17 the documents produced, as well as Class Counsel’s own independent investigation and evaluation,  
18 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set  
19 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the  
20 Class Members, State of California, and PAGA Employees in light of all known facts and  
21 circumstances, including the risk of significant delay and uncertainty associated with litigation and  
22 various defenses asserted by Defendant.

23          8.       The Parties expressly acknowledge that this Settlement Agreement is entered into  
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an  
25 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not  
26 approved, it will be of no force or effect, and the Parties shall be returned to their original respective  
27 positions.

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1 **DEFINITIONS**

2 9. The following definitions are applicable to this Settlement Agreement. Definitions  
3 contained elsewhere in this Settlement Agreement will also be effective:

4 a. "Attorneys' Fees and Costs" means attorneys' fees for Class Counsel's litigation  
5 and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the  
6 Actions, as set forth in Paragraph 13 below.

7 b. "Class Counsel" means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and  
8 Brian J. St. John of Lawyers for Justice, PC, who will seek to be appointed counsel for the Class.

9 c. "Class List" means a complete list of all Class Members that Defendant will  
10 diligently and in good faith compile from its records and provide to the Settlement Administrator. The  
11 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each  
12 Class Member's full name, last known mailing address, last known telephone number, Social Security  
13 Number, start and end dates worked as an hourly-paid or non-exempt employees of Defendant in  
14 California during the Class Period, and such other information as is necessary for the Settlement  
15 Administrator to calculate Workweeks (as defined below) and PAGA Workweeks (as defined below).

16 d. "Class Member(s)" or "Class" mean all current and former hourly-paid or non-  
17 exempt employees who worked for Defendant within the State of California at any time during the Class  
18 Period.

19 e. "Class Notice" means the Notice of Class Action Settlement, substantially in the  
20 form attached as "**Exhibit A.**"

21 f. "Class Period" means the time period from February 4, 2017 through March 15,  
22 2022.

23 g. "Class Representative" or "Plaintiff" means Dominique Davis.

24 h. "Class Settlement" means the settlement and resolution of all Released Class  
25 Claims.

26 i. "Complaints" means, collectively, the Class Action Complaint for Damages filed  
27 on February 4, 2021 in the Class Action and the Complaint for Enforcement Under the Private  
28 Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* filed on September 9, 2021 in the PAGA

1 Action.

2 j. "Court" means the Superior Court of the State of California for the County of  
3 Los Angeles.

4 k. "Defendant" means Barker Management, Inc.

5 l. "Defendant's Counsel" means FSG Lawyers PC.

6 m. "Effective Date" means the date when all of the following events have occurred:  
7 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's  
8 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been  
9 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class  
10 Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and  
11 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the  
12 Court entered a Final Approval Order and Judgment; and (6) in the event there are objections to the  
13 Class Settlement which are not later withdrawn or denied, the later of the following events: five  
14 business days after the period for filing any appeal, writ, or other appellate proceeding opposing the  
15 Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate  
16 proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the  
17 Court's Final Approval Order and Judgment has been filed, five business days after any appeal, writ,  
18 or other appellate proceedings opposing the Court's Final Approval Order and Judgment has finally  
19 and conclusively dismissed with no right to pursue further remedies or relief.

20 n. "Employer Taxes" means the employer's share of taxes and contributions in  
21 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
22 in addition to the Total Settlement Amount.

23 o. "Enhancement Payment" means the amount to be paid to Plaintiff in recognition  
24 of her effort and work in prosecuting the Actions on behalf of the Class Members and PAGA  
25 Employees, as set forth in Paragraph 14 below.

26 p. "Final Approval" means the determination by the Court that the Settlement is  
27 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

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1 q. “Final Approval Hearing” means the hearing at which the Court will consider  
2 and determine whether the Settlement should be granted Final Approval.

3 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
4 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
5 calculated in accordance with Paragraph 18.

6 s. “Individual Settlement Payment” means the net payment of each Settlement  
7 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
8 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
9 Paragraph 28 below.

10 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
11 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in  
12 accordance with Paragraph 17.

13 u. “LWDA Payment” means the amount of Three Hundred Seventy-Five Thousand  
14 Dollars (\$375,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the  
15 California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set  
16 forth in Paragraph 16.

17 v. “Net Settlement Amount” means the portion of the Total Settlement Amount that  
18 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less  
19 the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and  
20 Attorneys’ Fees and Costs.

21 w. “Notice of Objection” means a Class Member’s written objection to the Class  
22 Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the  
23 objector’s full name, signature, address, telephone number, and the last four (4) digits of his or her  
24 Social Security number; (c) contain a written statement of all grounds for the objection accompanied  
25 by any legal support for such objection; (d) include copies of any papers, briefs, or other documents  
26 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the  
27 specified address, postmarked on or before the Response Deadline.

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1 x. "PAGA Amount" means the allocation of Five Hundred Thousand Dollars  
2 (\$500,000.00) from the Total Settlement Amount for the PAGA Settlement. Seventy-five percent  
3 (75%) of the PAGA Amount, or \$375,000.00, will be paid to the LWDA (i.e., the LWDA Payment)  
4 and the remaining twenty-five percent (25%) or, \$125,000.00, will be distributed to PAGA Employees  
5 based on their PAGA Workweeks (i.e., the PAGA Employee Amount).

6 y. "PAGA Employees" means all Class Members employed by Defendant at any  
7 time during the PAGA Period.

8 z. "PAGA Employee Amount" means the amount of One Hundred Twenty-Five  
9 Thousand Dollars (\$125,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA  
10 Employees on a *pro rata* basis based on their PAGA Workweeks.

11 aa. "PAGA Period" means the time period from July 6, 2020, through March 15,  
12 2022.

13 bb. "PAGA Settlement" means the settlement and resolution of Released PAGA  
14 Claims.

15 cc. "PAGA Workweeks" means the number of Workweeks each PAGA Employee  
16 worked for Defendant during the PAGA Period.

17 dd. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either  
18 Plaintiff or Defendant.

19 ee. "Preliminary Approval" means entry of the Court order granting preliminary  
20 approval of the Settlement Agreement.

21 ff. "Released Class Claims" means any and all claims, debts, liabilities, demands,  
22 obligations, guarantees, costs, expenses, damages, or causes of action which were alleged or which  
23 could have been alleged based on the factual allegations in the Complaints, arising during the Class  
24 Period, under any federal, state or local law, and shall specifically include claims for Defendant's  
25 alleged failure to pay wages for work performed (including and not limited to regular, minimum, and  
26 overtime minimum wages), provide compliant meal and rest periods and associated premium  
27 payments, timely pay wages during employment and upon termination, provide compliant wage  
28 statements, maintain complete and accurate payroll records, and reimburse necessary business-related

1 expenses, unfair or unlawful business practices pursuant to California Business and Professions Code  
2 sections 17200, *et seq.*, based on the aforementioned, and any violation of California Labor Code  
3 arising from or related to the aforementioned, including, violation of California Labor Code sections  
4 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800,  
5 2802, and Industrial Welfare Commission Wage Orders.

6 gg. “Released PAGA Claims” means any and all claims arising from any of the  
7 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the  
8 Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, including for  
9 Defendant’s alleged failure to pay wages for work performed (including and not limited to regular,  
10 minimum, and overtime wages), provide compliant meal and rest periods and associated premium  
11 payments, timely pay wages during employment and upon termination, provide compliant wage  
12 statements, maintain complete and accurate payroll records, and reimburse necessary business-related  
13 expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),  
14 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission  
15 Wage Orders, *inter alia*, Wage Orders 4-2001 and 5-2001.

16 hh. “Released Parties” means Defendant and its respective owners, agents, attorneys,  
17 insurers, past and present companies, divisions, affiliates, DBAs (if any), predecessors, successors,  
18 shareholders, officers, directors, managers, management employees, trustees, representatives,  
19 administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or  
20 any and all persons and/or corporate entities acting by, through, under, or in concert with any of them.

21 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating  
22 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
23 of the Class Action; (b) contain the full name, signature, address, telephone number, and the last four  
24 (4) digits of the Social Security Number of the Class Member requesting exclusion from the Class  
25 Settlement; (c) clearly state that the Class Member does not wish to be included in the Class  
26 Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address,  
27 postmarked on or before the Response Deadline.

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1           jj.     “Response Deadline” means the deadline by which Class Members must submit  
2 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks and/or PAGA  
3 Workweeks credited to them, which shall be the date that is sixty (60) calendar days from the initial  
4 mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or  
5 Federal holiday, in which case the Response Deadline will be extended to the next day on which the  
6 U.S. Postal Service is open. The Response Deadline may also be extended by express agreement  
7 between Class Counsel and Defendant’s Counsel. Under no circumstances, however, will the  
8 Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class  
9 Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the  
10 extended by fifteen (15) calendar days from the original Response Deadline.

11           kk.     “Settlement Administrator” means Phoenix Class Action Administration  
12 Solutions, or any other third-party class action settlement administrator agreed to by the Parties and  
13 approved by the Court for purposes of administering this Settlement. The Parties and their counsel  
14 each represent that they do not have any financial interest in the Settlement Administrator or otherwise  
15 have a relationship with the Settlement Administrator that could create a conflict of interest.

16           ll.     “Settlement Administration Costs” means the costs payable from the Total  
17 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this  
18 Settlement, as set forth in Paragraph 15 below.

19           mm.    “Settlement Class Members” means all Class Members who do not submit a  
20 timely and valid Request for Exclusion.

21           nn.     “Total Settlement Amount” means the total amount of Two Million Nine  
22 Hundred Thousand Dollars (\$2,900,000.00) to be paid by Defendant in full resolution of the Actions,  
23 Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,  
24 Enhancement Payment, PAGA Amount, Net Settlement Amount to be paid to the Settlement Class  
25 Members, and Settlement Administration Costs. Defendant shall pay the Employer Taxes separately  
26 and in addition to the Total Settlement Amount. The Total Settlement Amount is subject to increase,  
27 as provided in Paragraph 40 below.

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1 Installment”).

2 ii. Eight (8) months after the funding of the First Installment, Defendant will  
3 make a deposit of the remaining fifty percent of the Total Settlement  
4 Amount (i.e., \$1,450,000.00), plus an amount sufficient to pay Employer  
5 Taxes, into the qualified settlement account established by the Settlement  
6 Administrator (“Second Installment”).

7 iii. To the extent that any payment due date set forth in this Agreement falls on  
8 a Saturday, Sunday, or legal holiday, that deadline shall be continued until  
9 the following business day.

10 c. Disbursement of Total Settlement Amount.

11 i. Within seven (7) calendar days of the funding of the First Installment, the  
12 Settlement Administrator will issue the Individual Settlement Payments to  
13 Settlement Class Members and Enhancement Payment to Plaintiff. The  
14 Settlement Administrator shall also set aside the Employer Taxes and all  
15 employee-side payroll taxes, contributions, and withholdings, and timely  
16 forward these to the appropriate government authorities.

17 ii. Within seven (7) calendar days of the funding of the Second Installment, the  
18 Settlement Administrator will issue the Individual PAGA Payments to  
19 PAGA Employees, LWDA Payment to the LWDA, Attorneys’ Fees and  
20 Costs to Class Counsel, and the Settlement Administration Costs to itself.

21 13. Attorneys’ Fees and Costs. Class Counsel will request and Defendant will not oppose  
22 attorneys’ fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$1,015,000.00 if  
23 the Total Settlement Amount is \$2,900,000.00) and reimbursement of actual costs and expenses  
24 associated with Class Counsel’s litigation and settlement of the Actions, in an amount not to exceed  
25 forty thousand dollars (\$40,000.00), both of which will be paid from the Total Settlement Amount  
26 subject to Court approval. These amounts will cover any and all work performed and any and all costs  
27 incurred by Class Counsel in connection with the litigation of the Actions, including without  
28 limitation all work performed and costs incurred to date, and all work to be performed and all costs to

1 be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including  
2 any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely  
3 and legally responsible for correctly characterizing this compensation for tax purposes and for paying  
4 any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel,  
5 the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or  
6 utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing  
7 so shall be paid separately by Class Counsel and shall not be included within the Settlement  
8 Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel  
9 shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court's  
10 ruling on the request for Attorneys' Fees and Costs shall not affect the enforceability of this  
11 Agreement or the terms contained herein.

12 14. **Enhancement Payment.** In recognition of her efforts and work in prosecuting the  
13 Actions, Defendant agrees not to oppose or impede any application or motion for an Enhancement  
14 Payment in an amount up to Twelve Thousand Five Hundred Dollars (**\$12,500.00**). The Enhancement  
15 Payment, which will be paid from the Total Settlement Amount, subject to Court approval, will be in  
16 addition to her Individual Settlement Payment as a Settlement Class Member and Individual PAGA  
17 Payment as a PAGA Employee. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff  
18 for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly  
19 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.  
20 Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes,  
21 penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the  
22 Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference  
23 between the lesser amount approved by the Court and the amount allocated toward the Enhancement  
24 Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members. The  
25 Court's ruling on the request for the Enhancement Payment shall not affect the enforceability of this  
26 Agreement or the terms contained herein.

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1           15.    Settlement Administration Costs. The Settlement Administrator will be paid for the  
2 reasonable costs of administration of the Settlement and distribution of payments under the  
3 Settlement, which is currently estimated not to exceed Twelve Thousand Dollars (\$12,000.00). These  
4 costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include,  
5 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,  
6 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms  
7 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and  
8 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as  
9 requested by the Parties. To the extent actual Settlement Administration Costs are greater than the  
10 estimated amount stated herein, such excess amount will be deducted from the Total Settlement  
11 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded  
12 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement  
13 Administrator to undertake the requirement settlement administration duties will be part of the Net  
14 Settlement Amount for the benefit of Settlement Class Members.

15           16.    PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
16 Five Hundred Thousand Dollars (\$500,000.00) from the Total Settlement Amount will be allocated  
17 toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*  
18 (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$375,000.00, will be paid to the  
19 LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$125,000.00, will be distributed  
20 to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on PAGA  
21 Workweeks during the PAGA Period (i.e., the Individual PAGA Payments).

22           17.    Individual Settlement Share Calculations. Individual Settlement Shares will be  
23 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
24 Workweeks, as follows:

25           a.       After Preliminary Approval of the Settlement, the Settlement Administrator will  
26 divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated  
27 Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated  
28 Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be

1 eligible to receive under the Class Settlement.

2           b.       After Final Approval of the Settlement, the Settlement Administrator will divide  
3 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final  
4 Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final  
5 Workweek Value to yield his or her Individual Settlement Share.

6           18.     Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated  
7 and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of  
8 PAGA Workweeks as follows:

9           a.       After Preliminary Approval, the Settlement Administrator will divide the PAGA  
10 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of PAGA Workweeks of all  
11 PAGA Employees to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s  
12 individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA  
13 Payment.

14           b.       After Final Approval, the Settlement Administrator will divide the PAGA  
15 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of PAGA Workweeks of all  
16 PAGA Employees to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s  
17 individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA  
18 Payment.

19           19.     Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
20 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
21 are issued to the payee. It is expressly understood and agreed that payments made under this  
22 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to  
23 additional compensation or benefits under any compensation or benefit plan or agreement in place  
24 during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee  
25 to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits  
26 (notwithstanding any contrary language or agreement in any benefit or compensation plan document  
27 that might have been in effect during the Class Period).

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1           20.   Delivery of the Class List.   Within twenty-one (21) calendar days of Preliminary  
2 Approval, Defendant will provide the Class List to the Settlement Administrator.

3           21.   Notice by First-Class U.S. Mail.

4           a.       Within seven (7) calendar days after receiving the Class List from Defendant,  
5 the Settlement Administrator will perform a search based on the National Change of Address Database  
6 or any other similar services available, such as provided by Experian, for information to update and  
7 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the  
8 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.  
9 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

10           b.       With respect to Class Notices that are returned as undeliverable on or before the  
11 Response Deadline, after the initial mailing of the Class Notice, the Settlement Administrator will  
12 perform a single search for an alternate address by way of skip-trace and perform a single re-mailing  
13 of the Class Notice within five (5) calendar days.

14           22.   Dispute Regarding Workweeks and/or PAGA Workweeks.   Class Members will have an  
15 opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which they have been  
16 credited, as reflected in their respective Class Notices.   In order to dispute Workweeks and/or PAGA  
17 Workweeks, Class Members must submit a written letter to the Settlement Administrator that must: (a)  
18 contain the case name and number of the Class Action; (b) contains the full name, signature, address,  
19 telephone number, and the last four (4) digits of the Social Security Number of the disputing Class  
20 Member; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA  
21 Workweeks credited to him or her and what he or she contends is the correct number(s) to be credited  
22 to him or her; (d) include information and/or attache documentation demonstrating that the number of  
23 Workweeks and/or PAGA Workweeks that he or she contends should be credited to him or her are  
24 correct; and (f) be returned by mail to the Settlement Administrator at the specified address,  
25 postmarked on or before the Response Deadline.   The date of the postmark on the return mailing  
26 envelope on the submission will be the exclusive means to determine whether a dispute has been  
27 timely submitted.   Absent evidence rebutting the accuracy of Defendant's records and data as they  
28 pertain to the number of Workweeks and/or PAGA Workweeks to be credited to a disputing Class

1 Member, Defendant's records will be presumed correct and determinative of the dispute. However, if  
2 a Class Member produces information and/or documents to the contrary, the Settlement Administrator  
3 will evaluate the materials submitted by the Class Member and the Settlement Administrator will  
4 resolve and determine the number of eligible Workweeks and/or PAGA Workweeks that the disputing  
5 Class Member should be credited with under the Settlement. The Settlement Administrator's decision  
6 on such disputes will be final and non-appealable.

7 23. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
8 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
9 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
10 PAGA Employees in accordance with the Settlement Agreement. Each Individual Settlement Payment  
11 and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
12 calendar days from the date the checks are issued, and thereafter, shall be canceled. Pursuant to  
13 California Code of Civil Procedure Section 384, all funds associated with such cancelled checks will  
14 be transmitted to Legal Aid at Work. After funds from the canceled checks are transferred to Legal  
15 Aid at Work, Class Counsel will submit to the Court an amended judgment specifying the amount of  
16 such funds to be transferred in compliance with California Code of Civil Procedure § 384 and 384.5 and  
17 Government Code § 68520. The Parties each represent that they do not have any significant financial  
18 interest, affiliation, or involvement with the proposed *cy pres* recipient. The Settlement Administrator  
19 may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under  
20 applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual  
21 Settlement Payment checks or Individual PAGA Payment checks. To the extent that the Settlement  
22 Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to  
23 taxing authorities for the employer's and employees' share of taxes, contributions, and/or withholding  
24 associated with canceled Individual Settlement Payments, all such amounts shall also be transmitted to  
25 Legal Aid at Work. Settlement Class Members whose Individual Settlement Payment checks are  
26 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual  
27 PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

28 ///

1           24.    Procedure for Requesting Exclusion from the Class Settlement. Any Class Member  
2 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the  
3 Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the  
4 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has  
5 been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and  
6 Defendant’s Counsel the number of timely and valid Requests for Exclusion that are submitted, and  
7 also identify the individuals who have submitted a timely and valid Request for Exclusion in a  
8 declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class  
9 Member who submits a Request for Exclusion is prohibited from making any objection to the Class  
10 Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be  
11 bound by the Class Settlement and will not be issued an Individual Settlement Payment. The portion  
12 of the Net Settlement Amount allocated to Class Members who submit a timely and valid Request for  
13 Exclusion will be distributed to all Settlement Class Members on a *pro rata* basis, based on their  
14 Workweeks. Any Class Member who does not affirmatively request exclusion from the Class  
15 Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of  
16 the Class Settlement, including and not limited to those pertaining to the settlement and release of  
17 Released Class Claims, as well as any judgment that may be entered by the Court based thereon, if it  
18 grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be  
19 bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of  
20 whether they submit a Request for Exclusion.

21           25.    Procedures for Objecting to the Class Settlement. Class Members who do not submit a  
22 timely and valid Request for Exclusion (i.e., Settlement Class Members), may object to the Class  
23 Settlement by submitting a timely and complete Notice of Objection to the Settlement Administrator,  
24 by mail, on or before the Response Deadline. The Notice of Objection must be signed by the  
25 Settlement Class Member and contain all information required by the Settlement Agreement. The  
26 postmark date will be deemed the exclusive means for determining that the Notice of Objection is  
27 timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage  
28 Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order



1 and Judgment. In addition to or as an alternative to submitting a written Notice of Objection,  
2 Settlement Class Members, individually or through counsel, may present their objection orally at the  
3 Final Approval Hearing. The Settlement Administrator will certify jointly to Class Counsel and  
4 Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones  
5 were timely and complete and which were not), and also attach them to a declaration that is to be filed  
6 with the Court in advance of the Final Approval Hearing.

7       26. Reports by the Settlement Administrator Regarding Settlement Administration. The  
8 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which  
9 certifies: (a) the number of Class Members who have submitted a dispute of Workweeks and/or PAGA  
10 Workweeks; (b) the number of Class Members who have submitted Requests for Exclusion or Notices  
11 of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the  
12 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the  
13 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties  
14 when it receives a request from an individual or any other entity regarding inclusion in the Class  
15 and/or Settlement or regarding a dispute of Workweeks and/or PAGA Workweeks.

16       27. Certification of Completion. Upon completion of administration of the Settlement, the  
17 Settlement Administrator will provide a written declaration under oath to certify such completion to  
18 the Court and counsel for all Parties.

19       28. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each  
20 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
21 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
22 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
23 will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator  
24 will withhold the employee's share of taxes and withholdings with respect to the wages portion of the  
25 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual  
26 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and  
27 withholdings). The Employer Taxes will be paid by Defendant separately and in addition to the Total  
28 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)

1 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

2 29. Administration of Taxes by the Settlement Administrator. The Settlement  
3 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA  
4 Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all  
5 amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be  
6 responsible for calculating the Employer Taxes, advising Defendant's Counsel of the total amount  
7 owed for Employer Taxes, and forwarding all employee's and employer's payroll taxes, contributions,  
8 and withholdings as to the wage portion of the Individual Settlement Shares to the appropriate  
9 government authorities.

10 30. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not  
11 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
12 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
13 Class Members, and PAGA Employees understand and agree that, except for Defendant's payment of  
14 Employer Taxes, they will be solely responsible for correctly characterizing any compensation  
15 received under the Settlement on their personal income tax returns and paying any and all taxes due  
16 for any and all amounts paid to them under the Settlement.

17 31. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
18 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
20 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS  
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,  
26 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON  
27 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
28 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,

1 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
3 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
4 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY  
5 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
6 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT  
7 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX  
8 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)  
9 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
10 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED  
11 BY THIS SETTLEMENT AGREEMENT.

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

16 33. Class Settlement Release. Upon the Effective Date and full funding of the Second  
17 Installment, Plaintiff and all Class Members who do not submit a timely and valid Request for  
18 Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released,  
19 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

20 34. PAGA Settlement Release. Upon the Effective Date and full funding of the Second  
21 Installment, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA  
22 Employees will be deemed to have fully, finally, and forever released, settled, compromised,  
23 relinquished, and discharged the Released Parties of all Released PAGA Claims.

24 35. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
25 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for  
26 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will  
27 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said  
28 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion

1 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of  
2 the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the  
3 entry of an order (“Preliminary Approval Order”), which shall be mutually agreed upon by the Parties,  
4 seeking the following:

- 5 a. Conditionally certifying the Class for settlement purposes only;
- 6 b. Granting Preliminary Approval of the Settlement;
- 7 c. Appointing Plaintiff as representative of the Class;
- 8 d. Appointing Class Counsel as counsel for the Class;
- 9 e. Approving, as to form and content, the mutually-agreed upon and proposed  
10 Class Notice and directing its mailing to the Class by First Class U.S. Mail;
- 11 f. Approving the manner and method for Class Members to request exclusion from  
12 the Class Settlement or object to the Class Settlement as contained herein and within the Class Notice;  
13 and
- 14 g. Scheduling a Final Approval Hearing at which the Court will determine whether  
15 Final Approval of the Settlement should be granted.

16 36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
17 the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted  
18 to determine whether Final Approval of the Settlement should be granted, along with the amounts  
19 properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA  
20 Payment; (d) Attorneys’ Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration  
21 Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the  
22 Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking  
23 Final Approval of the Settlement. Class Counsel will provide Defendant’s Counsel a draft of the final  
24 approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the  
25 entry of the mutually-agreed upon proposed order and judgment (“Final Approval Order and  
26 Judgment”), which will provide for, in substantial part, the following:

- 27 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
28 consummation of its terms and provisions;

- 1           b.     Certification of the Settlement Class;
- 2           c.     Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 3           d.     Approval of the application for Enhancement Payment to Plaintiff;
- 4           e.     Directing Defendant to fund all amounts due under the Settlement Agreement
- 5 and ordered by the Court; and
- 6           f.     Entering judgment in the Actions, while maintaining continuing jurisdiction, in
- 7 conformity with California Rules of Court 3.769 and the Settlement Agreement.

8           37.    Termination or Rescission of Settlement.

9           a.     If five percent (5%) or more of the Class Members submit timely and valid

10 Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must

11 exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar

12 days of the Response Deadline (or any extended Response Deadline, if applicable). If Defendant

13 exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement

14 Administrator incurred up to that date.

15           38.    Effects of Termination or Rescission of the Settlement. Termination or rescission of

16 the Settlement Agreement shall have the following effects:

17           a.     The Settlement Agreement shall be void and shall have no force or effect, and no

18 Party shall be bound by any of its terms;

19           b.     In the event the Settlement Agreement is terminated, Defendant shall have no

20 obligation to make any payments to any Party, Class Member or attorney, except that the terminating

21 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement

22 Administrator is notified that the Settlement has been terminated;

23           c.     The Preliminary Approval Order and Final Approval Order and Judgment,

24 including any order certifying the Class, shall be vacated;

25           d.     The Settlement Agreement and all negotiations, statements, and proceedings

26 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be

27 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

28           e.     Neither this Settlement Agreement, nor any ancillary documents, actions,

1 statements, or filings in furtherance of the Settlement (including all matters associated with the  
2 mediation) shall be admissible or offered into evidence in the Actions or any other action for any  
3 purpose whatsoever; and

4 f. Any documents generated to bring the Settlement into effect, will be null and  
5 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
6 likewise be treated as void from the beginning.

7 39. Escalator Clause. Defendant represents that, during the period from February 4, 2017  
8 through December 15, 2021 there were approximately 67,948 Workweeks. If it is determined that the  
9 total number of Workweeks during the period referenced exceed 67,948 by more than ten percent  
10 (10%) (i.e. exceeds 74,742), then, the Total Settlement Amount will be increased on a proportional  
11 basis by the same number of percentage points above ten percent (10%) by which the actual number  
12 of Workweeks exceeds 74,742 (e.g., if the threshold of 74,742 Workweeks is exceeded by 1%, the  
13 Total Settlement Amount will increase by 1%).

14 40. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court  
15 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section  
16 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and  
17 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-  
18 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

19 41. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include  
20 the terms set forth in any attached exhibits, which are incorporated by this reference as though fully  
21 set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

22 42. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure  
23 of the Settlement or discuss the Settlement with anyone other than those necessary to effectuate the  
24 filing of the motion for preliminary approval, until after the motion for preliminary approval is filed.  
25 Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage Plaintiff  
26 to adhere to, the restriction against any public disclosure of the Settlement until after the motion for  
27 preliminary approval is filed. Prior to and following Preliminary Approval of the Settlement, Plaintiff  
28 and Class Counsel will not have any communications with any media other than to direct any media

1 inquiries to the public records of the Actions on file with the Court and will not publicize the  
2 Settlement, including on social media. Class Counsel will take all steps necessary to ensure Plaintiff  
3 is aware of, and will encourage Plaintiff to adhere to, the restriction against any media comment on  
4 the Settlement and its terms. Class Counsel further agrees not to use the Settlement or any of its terms  
5 for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including  
6 publicly available information regarding this Settlement in future judicial submissions regarding Class  
7 Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any  
8 and all disclosures required to be made to the LWDA in conformity with PAGA.

9       43. Entire Agreement. The Settlement Agreement and any attached exhibits constitute the  
10 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
11 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
12 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
13 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
14 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),  
15 which provide that a written agreement is to be construed according to its terms and may not be varied  
16 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
17 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

18       44. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
19 the Actions (including with respect to California Code of Civil Procedure section 583.310), except  
20 such proceedings necessary to implement and complete the Settlement Agreement, pending the Final  
21 Approval Hearing to be conducted by the Court.

22       45. Amendment. Prior to the filing of the motion for preliminary approval of the  
23 Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except  
24 by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary  
25 approval of the Settlement, the Parties may not amend or modify any provision of the Settlement  
26 Agreement except by written agreement signed by counsel for all of the Parties and subject to Court  
27 approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a  
28 waiver of any other provision.

1           46.    Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
3 Agreement and to take all appropriate actions required or permitted to be taken by such Parties  
4 pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents  
5 required to effectuate the terms of this Settlement Agreement. The Parties warrant that they  
6 understand and have full authority to enter into this Settlement Agreement, and further intend that this  
7 Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be  
8 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any  
9 mediation confidentiality provisions that otherwise might apply under state or federal law.

10           47.    Signatories. It is agreed that because the members of the Class are so numerous, it is  
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
14 as to the PAGA Employees, and the releases provided for by the Settlement Agreement shall have the  
15 same force and effect as if the Settlement Agreement were executed by each Settlement Class Member  
16 and PAGA Employee.

17           48.    Binding on Successors and Assigns. The Settlement Agreement will be binding upon,  
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19           49.    California Law Governs. All terms of the Settlement Agreement and attached exhibits  
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 ///

22           50.    Execution and Counterparts. The Settlement Agreement is subject only to the  
23 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
24 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
25 copies of the signature page, will be deemed to be one and the same instrument.

26           51.    Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this  
27 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at  
28 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into



1 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
2 represented by competent counsel and that they have had an opportunity to consult with their counsel  
3 regarding the fairness and reasonableness of the Settlement Agreement. In addition, if necessary to  
4 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
5 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
6 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

7 52. Invalidity of Any Provision. Before declaring any provision of the Settlement  
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
9 possible consistent with applicable precedents so as to find all provisions of the Settlement Agreement  
10 valid and enforceable.

11 53. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
12 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
13 to implement the Settlement.

14 54. Non-Admission of Liability. The Parties enter into the Settlement Agreement to  
15 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of  
16 continued litigation. In entering into the Settlement Agreement, Defendant does not admit, and  
17 specifically denies, that it has violated any state, federal, or local law; violated any regulations or  
18 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal  
19 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation  
20 or deception; or engaged in any other unlawful conduct with respect to its employees. Neither the  
21 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with  
22 it, shall be construed as an admission or concession by Defendant of any such violations or failures to  
23 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the  
24 Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered or  
25 received as evidence in any action or proceeding to establish any liability or admission on the part of  
26 Defendant or to establish the existence of any condition constituting a violation of, or a non-  
27 compliance with state, federal, local or other applicable law.

28 55. Captions. The captions and paragraph numbers in the Settlement Agreement are

1 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or  
2 intent of the provisions of the Settlement Agreement.

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

9 57. Representation by Counsel. The Parties acknowledge that they have been represented  
10 by counsel throughout all negotiations that preceded the execution of the Settlement Agreement, and  
11 that the Settlement Agreement has been executed with the consent and advice of counsel, and  
12 reviewed in full.

13 58. All Terms Subject to Final Court Approval. All amounts and procedures described in  
14 the Settlement Agreement herein will be subject to final Court approval.

15 59. Notices. All notices, demands, and other communications to be provided concerning  
16 the Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for  
17 below, or such other addresses as either Party may designate in writing from time to time:

18 To Plaintiff and Class Counsel:

19 Edwin Aiwazian, Esq.  
20 Arby Aiwazian, Esq.  
21 Joanna Ghosh, Esq.  
22 Brian St. John, Esq.  
23 **LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

18 To Defendant:

19 James Stroffe, Esq.  
20 Lindley Fraley, Esq.  
21 **FSG LAWYERS PC**  
22 19800 MacArthur Boulevard, Suite 1100  
23 Irvine, California 92612

24 60. Final Approval Order and Judgment. The Parties shall provide the Settlement  
25 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
26 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
27 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
28 Class will be required.

61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

**IT IS SO AGREED.**

02/01/2023  
Dated: \_\_\_\_\_, 2022

**PLAINTIFF Dominique Davis**  
Electronically Signed 2023-02-02 08:40:30 UTC - 72.193.172.129  
Dominique Davis  
Nintex AssureSign® e4b306ee-0ef2-472a-adc1-af9c013e0740

Dominique Davis, Plaintiff

**DEFENDANT Barker Management, Inc.**

Dated: \_\_\_\_\_, 2022

Full Name: \_\_\_\_\_


Title: \_\_\_\_\_

On behalf of Barker Management, Inc.

**APPROVED AS TO FORM**

**LAWYERS for JUSTICE, PC**

Dated: February 2, 2023

  
Edwin Aiwazian  
Arby Aiwazian  
Joanna Ghosh  
Brian J. St. John  
*Attorneys for Plaintiff Dominique Davis and Proposed Class Counsel*

**FSG LAWYERS PC**

Dated: \_\_\_\_\_, 2023

James Stroffe  
Lindley Fraley  
*Attorneys for Defendant Barker Management, Inc.*

1           61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will  
2 cooperate with each other in good faith and use their best efforts to implement the Settlement,  
3 including and not limited to, executing all documents to the extent reasonably necessary to effectuate  
4 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or  
5 content of any document needed to implement the Settlement Agreement, or on any supplemental  
6 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the  
7 Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

8           **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint  
9 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

10 **IT IS SO AGREED.**


11 **PLAINTIFF Dominique Davis**

12 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Dominique Davis, Plaintiff

14 **DEFENDANT Barker Management, Inc.**

15 Dated: FEB. 7, 202<sup>3</sup>2

  
\_\_\_\_\_  
Full Name: BLANCA VALLEJO

Title: V. P. of HUMAN RESOURCES  
On behalf of Barker Management, Inc.

19 **APPROVED AS TO FORM**

**LAWYERS for JUSTICE, PC**

21 Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Edwin Aiwazian  
Arby Aiwazian  
Joanna Ghosh  
Brian J. St. John  
*Attorneys for Plaintiff Dominique Davis and Proposed  
Class Counsel*

**RSG LAWYERS PC**

26 Dated: February 8, 2023

  
\_\_\_\_\_  
James Stroffe  
Lindley Fraley  
*Attorneys for Defendant Barker Management, Inc.*

# **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

*Davis v. Barker Management, Inc.*  
Los Angeles County Superior Court, Case No. 21STCV04439

### **PLEASE READ THIS NOTICE CAREFULLY.**

**You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.**

**This Notice is designed to advise you of your rights and options with respect to the settlement.**

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiff Dominique Davis ("Plaintiff" or "Class Representative") and Defendant Barker Management, Inc. ("Defendant"), was granted on [insert date], in the case entitled *Dominique Davis v. Barker Management, Inc.*, Los Angeles County Superior Court, Case No. 21STCV04439 (the "Action"), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive payment under the Settlement), object to the Settlement, and/or dispute the number of Workweeks credited to you, if you so choose, as explained more fully in Section III below.

### **I. IMPORTANT DEFINITIONS**

"Class" or "Class Member(s)" refers to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Period" means the time period from February 4, 2017, through March 15, 2022.

"PAGA Employees" means all Class Members employed by Defendant at any time during the PAGA Period.

"PAGA Period" means the time period from July 6, 2020, through March 15, 2022.

### **II. BACKGROUND OF THE ACTION**

On or about February 4, 2021, Plaintiff Dominique Davis filed a Class Action Complaint for Damages ("Class Action") against Defendant Barker Management, Inc. in the Superior Court of California for the County of Los Angeles, Case No. 21STCV04439. The Action alleges a cause of action for violations of the California Labor Code: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); and Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*)

On or about July 6, 2021, Plaintiff Dominique Davis submitted a Private Attorneys General Act ("PAGA") Letter to the Labor and Workforce Development Agency ("LWDA") seeking civil penalties under PAGA, against Barker Management, Inc. and any and all affiliates, subsidiaries, parents, directors, officers, and employees, on behalf of aggrieved employees in California, for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, inter alia, Wage Orders 4-2001 and 5-2001.

On or about September 9, 2021, Plaintiff Dominique Davis filed a Complaint for Enforcement Under the Private Attorneys General Act, California Cal. Labor Code § 2698, *Et Seq.* ("PAGA Action") (together with

the Class Action, the “Actions”), adding a cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”) on behalf of herself and all other aggrieved employees.

On or about May 20, 2022, by way of Court order, the Class Action and PAGA Action were consolidated, with the Class Action designated the lead action.

Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys’ fees and costs.

Defendant denies all the allegations in the Actions or that they violated any law and contends that at all times they have fully complied with all applicable federal, state, and local laws.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Bryan Hicks as representative of the Class (“Class Representative”), and the following law firm as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.  
Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
Brian J. St. John, Esq.  
**Lawyers for Justice, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The Settlement represents a compromise and Settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and that the Settlement is in the best interests of the Class Members.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The Total Settlement Amount is Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members who do not opt out of this Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$1,015,000.00) and reimbursement of litigation costs and expenses in an amount of up to Forty Thousand Dollars (\$40,000.00) to Class Counsel (collectively, “Class Counsel Award”); (2) enhancement payment in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) to Plaintiff Dominique Davis for his services (“Enhancement Payment”); (3) settlement administration costs in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the allocation of Five Hundred Thousand Dollars (\$500,000.00) to settle all claims under PAGA (“PAGA Payment”), of which 75%, or \$375,000.00, will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25%, or \$125,000.00, (“PAGA Employee Amount”) will be distributed *pro rata* to PAGA Employees.

Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of workweeks during which they worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). Specifically, the Settlement Administrator shall determine the

number of calendar weeks that the Class Member worked during the Class Period, using their start and end dates worked as an hourly-paid or non-exempt employees of Defendant in California during the Class Period. Each PAGA Employee's *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") will be based on the number of Workweeks during which they worked for Defendant during the PAGA Period ("PAGA Workweeks").

Each Individual Settlement Share will be allocated as twenty percent (20%) to wages (which will be reported on an IRS Form W2), and eighty percent (80%) to interest, penalties, and other non-wage damages (which will be reported on an IRS Form 1099, if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share. The net payment of each Settlement Class Member's Individual Settlement Share (after reduction for the employee's share of taxes on the wage portion) is referred to as their "Individual Settlement Payment." Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on IRS Form-1099 (if applicable) by the Settlement Administrator.

If the Court grants final approval of the Settlement, Defendants will deposit of fifty percent (50%) of the Total Settlement Amount (i.e., \$1,450,000) thirty days after the Settlement is granted final approval and will deposit the remaining fifty percent (50%) eight months after funding the first installment.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator by way of check following the first deposit of fifty percent (50%) of the Total Settlement Amount and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator by way of check following the second deposit of the remaining fifty percent (50%) of the Total Settlement Amount. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

**B. Your Pay Periods Based on Defendants' Records**

According to Defendant's records:

**From February 4, 2017, through March 15, 2022, you worked for Defendant Barker Management, Inc. as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.**

**From July 6, 2020, through March 15, 2022, you worked for Defendant Barker Management, Inc. as an hourly-paid or non-exempt employee in California for [REDACTED] PAGA Workweeks.**

If you wish to dispute the number of Workweeks and/or PAGA Workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the Action (*Dominique Davis v. Barker Management, Inc.*, Case No. 21STCV04439); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number(s) to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.



**C. Your Estimated Individual Settlement Share and Individual PAGA Payment**

As explained above, your estimated Individual Settlement Share are based on the number of Workweeks and PAGA Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wage portion of the Individual Settlement Share.**

Individual Settlement Payments (i.e., the net payment of the Individual Settlement Share after reduction for the employee's share of taxes on the wage portion) will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].**

The Settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment may be higher or lower.

**D. Released Claims**

Upon the Effective Date, each of the Settlement Class Members (including all the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant not to sue each and all the Released Parties for the Released Class Claims and each PAGA Group Member will be deemed have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant not to sue each and all the Released Parties for the Released PAGA Claims.

“Released Class Claims” means all claims under state, federal, or local law, during the Release Period, relating to or arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action, including but not limited to claims for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law.

“Released PAGA Claims” means all claims under state, federal, or local law, during the Release Period, relating to or arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action, including but not limited to claims for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses.

“Released Parties” means Defendant Barker Management, and any of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents.

**E. Class Counsel Award to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$1,015,000) and reimbursement of litigation costs and expenses in an amount of up to Forty Thousand Dollars (\$40,000), to be paid from the Total Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Twelve Thousand Five Hundred Dollars (\$12,500) as an Enhancement Payment to Plaintiff Dominique Davis in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

**G. Settlement Administrator Expenses to the Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, receiving and reviewing requests for exclusion, objections, and/or disputes, if any, submitted by Class Members, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Gross Settlement Amount subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to receive money from the Settlement, you do not have to do anything.** You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Claims, as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses. If you qualify as a PAGA Employee, you will be bound to the release of Released PAGA Claims and will be issued your Individual PAGA Payment, irrespective of whether you exclude yourself from the Class Settlement.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Class Settlement, you may seek exclusion from (or “opt out” of) the Class Settlement by submitting a timely, written request for exclusion from the Settlement to the Settlement Administrator at the following address:

[Settlement Administrator]  
[Address]

The request for exclusion must: (a) include your full name; (b) include the name and case number of the Action (*Dominique Davis v. Barker Management, Inc.*, Case No. 21STCV04439); (c) include a clear and unequivocal statement that you wish to be excluded from the Settlement; (d) include your signature; and (e) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Class Settlement will not be entitled to receive an Individual Settlement Payment from the Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Employees will receive their share of the 25% share of the PAGA Payment (i.e., Individual PAGA Payment) and will be bound to the Released PAGA, irrespective of whether they submit a Request for Exclusion

**C. Object to the Settlement**

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or by orally

presenting your objection at the Final Approval Hearing (you may appear at the Final Approval Hearing and make an oral objection without submitting a written objection).

A written Notice of Objection must: (a) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (b) contain the name and case number of Action (*Bryan Hicks v. California Water Service*, Case No. 21CV376394); (c) contain a statement of the specific legal and factual basis for each objection argument; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be filed or postmarked **no later than [Response Deadline]**.

## **V. FINAL APPROVAL HEARING**

The Court will hold a hearing (the “Final Approval Hearing”) in Department 10 of the Los Angeles County Superior Court, located at the Stanley Mosk Courthouse at 111 North Hill Street, Los Angeles, California 90012 on **DATE, at TIME**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys’ fees and costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administrator Expenses to the Settlement Administrator should be awarded. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator’s website; to access it you will need to navigate to the following web URL: **[insert]**

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted a Notice of Objection.

Personal appearances and telephonic appearances are an option. You can find information regarding the Court’s most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely online at: <https://my.lacourt.org/laccwelcome>. Please note that there may be deadlines to reserve a remote appearance and fees or charges may apply. Hearings before the judge overseeing this case are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Approval Hearing, Class Members who wish to appear at the Final Approval Hearing should contact Class Counsel to arrange a remote appearance through CourtCall, at least three (3) days before the hearing if possible. Any CourtCall fees for an appearance by an objecting Class Member shall be paid by Class Counsel.

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement by going to Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California, 90012, during the court’s business hours of each court day and requesting to look at paper records. You can also access documents filed in the Action, to the extent they have been imaged for online access, as well as basic information regarding hearing dates and filings in the Action by looking the case up on the Case Access Portal of the Court’s website ([www.lacourt.org/casesummary/ui/](http://www.lacourt.org/casesummary/ui/)). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court’s systems, you will need to use the case number.

Please note, due to the COVID-19 pandemic, there may be limitations on access to court facilities. Please visit the following link for the Court’s most current social distancing procedures and information regarding accessing court facilities: <https://www.lacourt.org/courthouse/info/la>.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**