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PEACE OVER VIOLENCE  
PATRICIA O. GIGGANS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

KELSEY JONES, ZOE MUNOZ, CORI  
BRATSBY-RUDD, on behalf of themselves  
and on behalf of all similarly situated  
individuals,

Plaintiffs,

v.

PEACE OVER VIOLENCE, a California  
domestic nonprofit, PATRICIA O. GIGGANS,  
an individual, and DOES 1 through 10,  
inclusive,

Defendants.

CASE NO: 20STCV39038

*Assigned to the Hon. Yvette M. Palazuelos,  
Dept. SSC-9*

**CLASS ACTION**

**JOINT STIPULATION RE: CLASS  
ACTION AND REPRESENTATIVE  
ACTION SETTLEMENT**

*Action Filed: October 13, 2020*

This Joint Stipulation of Class Settlement (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between Plaintiffs KELSEY JONES, ZOE MUNOZ, and CORI BRATSBY-RUDD, (“Plaintiffs”) individually and on behalf of the Settlement Class, as defined below, on the one hand; and PEACE OVER VIOLENCE and PATRICIA O. GIGGANS, (“Defendants”), on the other hand, in the lawsuit entitled KELSEY JONES, ZOE MUNOZ, CORI BRATSBY-RUDD, on behalf of themselves and on behalf of all similarly situated individuals, Plaintiffs v. PEACE OVER VIOLENCE, a California domestic nonprofit, PATRICIA O. GIGGANS, an individual, and DOES 1 through 10, inclusive, filed in Los Angeles County Superior Court, Case No. 20STCV39038 (the “Action”). Plaintiffs and Defendants shall be, at times, collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

**1. DEFINITIONS**

**A. “Action”** means KELSEY JONES, ZOE MUNOZ, CORI BRATSBY-RUDD, on behalf of themselves and on behalf of all similarly situated individuals, Plaintiffs, v. PEACE OVER VIOLENCE, a California domestic nonprofit, PATRICIA O. GIGGANS, an individual, and DOES 1 through 10, inclusive, Defendants. filed in Los Angeles County Superior Court, Case No. 20STCV39038.

**B. “Class Counsel”** means: Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines APLC. The term “Class Counsel” shall be used synonymously with the term “Plaintiffs’ Counsel.”

**C. “Class Period”** means the period from October 13, 2016 up to and including December 31, 2021

**D. “Court”** means the Superior Court of the State of California for the County of Los Angeles.

**E. “Final Approval Date”** means the later of: (1) the date the Court signs an Order granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an

1 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent there is an  
2 objector and an appeal has been filed, the date on which it has been resolved or exhausted.

3 **F. “Defendants”** means, collectively, Peace Over Violence and Patricia O. Giggans.

4 **G. “Employer Taxes”** means employer-funded taxes and contributions imposed on  
5 the wage portions of the Individual Settlement Payments (defined below) under the Federal  
6 Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and  
7 federal taxes and contributions required of employers, such as for unemployment insurance.

8 **H. “General Release”** means the general release of all claims brought by Plaintiffs  
9 in the Action, which is in addition to their release of claims as Participating Class Members.

10 **I. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One  
11 Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00), which shall be paid by  
12 Defendants, from which all payments for the Individual Settlement Payments to Participating  
13 Class Members (defined below) and the Court-approved amounts for attorneys’ fees and  
14 reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration  
15 Costs, Service Awards, and the Labor Code Private Attorneys’ General Act, codified at Labor  
16 Code Section 2698, *et seq.* (“PAGA”) payment, shall be paid. It expressly excludes Employer  
17 Taxes, which shall be paid by Defendants separate and apart from the Gross Settlement Amount.

18 **J. “Service Award”** means a monetary amount to be paid to Plaintiffs of up to Five  
19 Thousand Dollars and Zero Cents (\$5,000) each for a total of Fifteen Thousand Dollars and Zero  
20 Cents (\$15,000), which subject to Court approval, will be paid out of the Gross Settlement  
21 Amount.

22 **K. “Individual Settlement Payment”** means a payment to a Participating Class  
23 Member (defined below) of his or her net share of the Net Settlement Amount (defined below,  
24 which share and payment shall be determined by the calculations provided in this Agreement).

25 **L. “Individual Settlement Share”** means the gross amount of the Net Settlement  
26 Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks  
27 that he or she worked as a Settlement Class Member during the Class Period if he or  
28 she does not submit a timely and valid Request for Exclusion.

1           **M.       “LWDA Payment” of “PAGA Payment”** means the payment to the State of  
2 California Labor and Workforce Development Agency (“LWDA”) and Participating Class  
3 Members for penalties under the PAGA, all of which is to be paid from the Gross Settlement  
4 Amount. The Parties have agreed that Ten Thousand Dollars and Zero Cents (\$10,000.00) shall  
5 be allocated toward PAGA penalties (“PAGA Payment”), of which Seven Thousand Five  
6 Hundred Dollars and Zero Cents (\$7,500.00) will be paid to the LWDA and Two Thousand Five  
7 Hundred Dollars and Zero Cents (\$2,500.00) will remain a part of the Net Settlement Amount  
8 for payment to Participating Class Members employed during the PAGA Period on a *pro rata*  
9 basis.

10           **N.       “Net Settlement Amount”** means the portion of the Gross Settlement Amount  
11 that is available for distribution to the Participating Class Members after deductions for the Court-  
12 approved allocations for Settlement Administration Costs, Service Awards to Plaintiffs, an award  
13 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, and the  
14 PAGA Payment to the LWDA.

15           **O.       “Operative Complaint” or “Complaint”** means the operative Complaint  
16 previously filed in this Action.

17           **P.       “PAGA Period”** means the period from July 24, 2019 through December 31,  
18 2021.

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

21           **R.       “Plaintiffs” or “Named Plaintiffs”** means Kelsey Jones, Zoe Munoz and Cori  
22 Bratsby-Rudd. The term “Plaintiffs” shall be used synonymously with the terms “Named  
23 Plaintiffs” and “Class Representatives”.

24           **S.       “Preliminary Approval Date”** means the date on which the Court enters an  
25 Order granting preliminary approval of the Settlement.

26           **T.       “Released Parties”** shall mean Defendants and each of their past, present, and  
27 future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-  
28 sponsored employee benefit plans of any nature and their successors and predecessors in interest,

1 including all of their officers, directors, shareholders, employees, agents, principals, heirs,  
2 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,  
3 trustees, and agents.

4       **U. “Response Deadline”** means the deadline for Settlement Class Members to mail  
5 or fax any Requests for Exclusion, objections, or Workweek Disputes to the Settlement  
6 Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first  
7 mailed in English and Spanish by the Settlement Administrator. The date of the postmark or fax-  
8 stamp shall be the exclusive means for determining whether a Request for Exclusion, objection,  
9 or Workweek Dispute was submitted by the Response Deadline.

10       **V. “Request for Exclusion”** means a written request to be excluded from the  
11 Settlement Class pursuant to Section 9.C below.

12       **W. “Settlement Administration Costs”** means all costs incurred by the Settlement  
13 Administrator in administration of the Settlement, including, but not limited to, translating the  
14 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English  
15 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and  
16 associated taxes and withholdings, providing declarations, generating Individual Settlement  
17 Payment checks and related tax reporting forms, doing administrative work related to unclaimed  
18 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’  
19 fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Service Awards,  
20 and to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections  
21 and related information, and any other actions of the Settlement Administrator as set forth in this  
22 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are  
23 estimated not to exceed \$4,000. If the actual amount of the Settlement Administration Costs is  
24 less than \$4,000, the difference between \$4,000 and the actual Settlement Administration Costs  
25 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed  
26 \$4,000, then such excess will be paid solely from the Gross Settlement Amount and Defendants  
27 will not be responsible for paying any additional funds in order to pay these additional costs.

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1           **X. “Settlement Administrator”** means the Third-Party Administrator chosen by  
2 Plaintiffs that will be responsible for the administration of the Settlement including, without  
3 limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement  
4 Payments to be made by Defendants from the Gross Settlement Amount and related matters under  
5 this Agreement.

6           **Y. “Settlement Class” or “Settlement Class Members”** means all current and  
7 former non-exempt, hourly paid employees who worked in California for Defendant Peace Over  
8 Violence at any time during the Class Period.

9           **Z. “Workweeks”** means the number of Workweeks that a Settlement Class Member  
10 was employed by Defendant Peace Over Violence in California in a non-exempt, hourly position  
11 during the Class Period or the PAGA Period, as applicable. If a Settlement Class Member  
12 disputes his/her credited Workweeks, it shall be termed a “Workweek Dispute.”

13       **2. BACKGROUND**

14           **A.** Plaintiffs filed a putative wage-and-hour class action complaint against  
15 Defendants on October 13, 2020 also alleging claims pursuant to PAGA. Plaintiffs allege that  
16 during the Class Period, with respect to Plaintiffs and the Settlement Class Members, Defendant  
17 Peace Over Violence failed to pay any and all of the Settlement Class Members’ overtime wages  
18 and minimum wages for all hours worked and/or recorded. Plaintiffs further allege that  
19 Defendant Peace Over Violence failed to provide compliant meal and rest periods and associated  
20 premium payments; failed to issue compliant and accurate itemized wage statements; failed to  
21 timely pay all wages due and owing at the time of termination or resignation; failed to provide  
22 reimbursements for necessary work-related expenses; and engaged in unfair competition based  
23 on the alleged Labor Code violations.

24           **B.** On July 24, 2020, Plaintiffs filed with the LWDA and served on Defendants a  
25 notice under Labor Code section 2699.3 (“the PAGA Notice”) stating they intended to serve as  
26 a proxy of the LWDA to recover civil penalties for aggrieved employees. The PAGA Notice and  
27 an Amended PAGA Notice included violations of law originally pled in the Class Action, plus a  
28 request for penalties for failure to comply with Labor Code section 2810.5. On October 13, 2020,

1 after 65 days had passed without any communication from the LWDA, Plaintiffs filed their  
2 complaint with a PAGA claim on behalf of themselves and aggrieved employees in the PAGA  
3 Period as a proxy of the LWDA to recover civil penalties for the Labor Code violations set out  
4 in the PAGA Notice.

5       **C.** In anticipation of mediation, the Parties agreed to exchange informal discovery in  
6 which Plaintiffs were provided with, among other things: (1) class data points to permit pertinent  
7 calculation of workweeks, pay periods, number of shifts, and employee numbers within the Class  
8 Period and PAGA Period; (2) sufficient information to determine the average hourly rate for non-  
9 Settlement Class Members working during the Class Period and PAGA period; (3) written  
10 policies, including employee handbooks in place during the Class Period and PAGA Period; (4)  
11 a sampling of time and payroll records from the Class Period and PAGA Period; and (5) Plaintiffs'  
12 personnel files, time records, pay stubs, and other documents pertaining to Plaintiffs.

13       **D.** The Parties participated in a full-day mediation before mediator Henry Bongiovi,  
14 Esq., a well-regarded mediator experienced in mediating complex labor and employment matters.  
15 The matter did not settle on the day of the mediation. However, with the aid of the mediator's  
16 evaluation, and continued settlement discussions the Parties reached the Settlement to resolve the  
17 Action.

18       **E.** Class Counsel has conducted significant investigation of the law and facts relating  
19 to the claims asserted in the Action and has concluded that that the Settlement set forth herein is  
20 fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account  
21 the nonprofit status of the Defendant, the expense and time necessary to litigate the Actions  
22 through trial and any appeals, the risks and costs of further litigation of the Actions, the risk of  
23 an adverse outcome, the uncertainties of complex litigation, the information learned through  
24 informal discovery regarding Plaintiffs' allegations, and the substantial benefits to be received  
25 by the Settlement Class Members.

26       **F.** Defendants have concluded that, because of the substantial expense of defending  
27 against the Action, the length of time necessary to resolve the issues presented herein, the  
28 inconvenience involved, and the concomitant disruption to their business operations, it is in their

1 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and  
2 claims asserted against it in the Action, the PAGA Notice and the Amended PAGA Notice.  
3 However, Defendants nevertheless desire to settle the Action for the purpose of avoiding the  
4 burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the  
5 controversies engendered by the Action.

6 G. This Agreement is intended to and does effectuate the full, final, and complete  
7 resolution of all Released Claims of Plaintiffs and Settlement Class Members, other than those  
8 Settlement Class Members who submit a timely and valid Request for Exclusion.

9 **3. JURISDICTION**

10 The Court has jurisdiction over the Parties and the subject matter of the Actions. The  
11 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the  
12 applicable statutes. After the Court has granted Final Approval of the Settlement and entered  
13 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment  
14 pursuant to California Rule of Court, rule 3.769, subdivision (h) and as otherwise allowed by  
15 law.

16 **4. STIPULATION OF CLASS CERTIFICATION**

17 The Parties stipulate to the certification of the Settlement Class under this Agreement for  
18 purposes of settlement only.

19 **5. STATEMENT OF NO ADMISSION**

20 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs  
21 and the Settlement Class with respect to any claims or allegations asserted in the Actions, the  
22 PAGA Notice and the Amended PAGA Notice. This Agreement shall not be deemed an  
23 admission by Defendants of any claims or allegations asserted in the Actions, PAGA Notice and  
24 Amended PAGA Notice. Except as set forth elsewhere herein, in the event that this Agreement  
25 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be  
26 enforceable, Plaintiffs will not be deemed to have waived, limited or affected in any way any  
27 claims, rights or remedies, or defenses in the Actions, PAGA Notice and Amended PAGA Notice  
28 and Defendants will not be deemed to have waived, limited, or affected in any way any of its

1 objections or defenses in the Actions, PAGA Notice and the Amended PAGA Notice. The  
2 Parties shall be restored to their respective positions in the Actions prior to the entry of this  
3 Settlement.

4 **6. RELEASE OF CLAIMS**

5 **A. Release by All Participating Class Members.**

6 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry  
7 of Judgment, and payment by Defendants to the Third-Party Administrator selected of the full  
8 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement,  
9 Plaintiffs and all Participating Class Members waive, release, discharge, and promise never to  
10 assert in any forum against the Released Parties all claims against the Released Parties asserted  
11 in the Complaint on file in the Action, or any and all claims that may be asserted against the  
12 Released Parties based on the factual allegations in the PAGA Notice, Amended PAGA Notice,  
13 and Complaint on file in the Action, which arose during employment in a non-exempt, hourly  
14 paid position in California during the Class Period as follows: (a) all claims for failure to pay  
15 overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to  
16 provide compliant meal and rest periods and associated premium pay; (d) all claims for the failure  
17 to timely pay wages earned; (e) all claims for the failure to timely pay wages upon termination;  
18 (f) all claims for failure to keep adequate or accurate time records; (g) all claims for failure to  
19 indemnify employees for costs incurred in furtherance of their work duties; (h) all claims for non-  
20 compliant wage statements; and (i) all claims asserted through California Business & Professions  
21 Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Complaint. For  
22 individuals employed during the PAGA Period, the release includes, for the duration of the  
23 PAGA Period, all claims released during the Class Period, as well as all asserted PAGA claims  
24 for penalties arising out of Labor Code Sections 201-202, 204, 226(a), 226.3, 226.7, 510, 512,  
25 551, 552, 558, 558.1, 1194, 1194.2, 1197, 2802 and 2699 based on the factual allegations and  
26 Labor Code sections alleged to have been violated in the PAGA Notice, Amended PAGA Notice,  
27 and the Complaint filed in the Action.

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1           **B.       General Release by Named Plaintiffs.**

2           Effective only upon the entry of an Order granting Final Approval of the Settlement, entry  
3 of Judgment, and payment by Defendants to the Third-Party Administrator selected of the full  
4 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in  
5 addition to the Released Claims set forth in paragraph 6(A), Plaintiffs make the additional  
6 following General Release: Plaintiffs release the Released Parties from of all claims, demands,  
7 rights, liabilities and causes of action of every nature and description whatsoever, known or  
8 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of  
9 any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with  
10 any act or omission of the Released Parties through the date of full execution of this Agreement  
11 in connection with their employment or the termination thereof. With respect to the General  
12 Release, Plaintiffs stipulate and agree that, through the Final Approval Date, Plaintiffs shall be  
13 deemed to have, and by operation of the Final Judgment shall have, expressly waived and  
14 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section  
15 1542 of the California Civil Code, or any other similar provision under federal or state law, which  
16 provides:

17                   A general release does not extend to claims which the creditor  
18                   does not know or suspect to exist in his or her favor at the time of  
19                   executing the release, which if known by him or her must have  
20                   materially affected his or her settlement with the debtor or  
21                   released party.

21       **7.       SETTLEMENT ADMINISTRATOR**

22           Plaintiffs, through their respective counsel, have selected Simpluris to administer the  
23 Settlement, which includes but is not limited to translating the Class Notice to Spanish,  
24 distributing and responding to inquiries about the Class Notice and calculating all amounts to be  
25 paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator,  
26 currently estimated to be \$4,000, will be paid from the Gross Settlement Amount. If the actual  
27 Settlement Administrator fees are less than \$4,000, the difference will remain a part of the Net  
28 Settlement Amount.

1     **8.     NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS**

2             **A.     Notice to the Settlement Class Members.**

3                     (1)     Within ten (10) calendar days after the Preliminary Approval Date,  
4 Defendants' Counsel shall provide the Settlement Administrator with information with respect  
5 to each Settlement Class Member, including his or her: (1) name, last known address(es) and last  
6 known telephone number(s) currently in Defendants' possession, custody, or control; (2) Social  
7 Security Number in Defendants' possession, custody, or control; and (3) number of Workweeks  
8 worked during the Class Period and PAGA Period by the Settlement Class Member ("Class  
9 List"). The Settlement Administrator shall perform an address search using the United States  
10 Postal Service National Change of Address ("NCOA") database and update the addresses  
11 contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar  
12 days of receiving the Class List from Defendants, the Settlement Administrator shall mail the  
13 Class Notice, substantially in the form attached hereto as **Exhibit A** (or as modified pursuant to  
14 the directions of the Court), in English and Spanish to the Settlement Class Members via first-  
15 class regular U.S. Mail using the most current mailing address information available. The  
16 Settlement Administrator shall maintain a list with names and all addresses to which notice was  
17 given, and digital copies of all the Settlement Administrator's records evidencing the giving of  
18 notice to any Settlement Class Member, for at least four (4) years from the Final Approval Date.

19                     (2)     If a Class Notice from the initial notice mailing is returned as  
20 undeliverable, the Settlement Administrator will attempt to obtain a current address for the  
21 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)  
22 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class  
23 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator  
24 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the  
25 Settlement Class Member. Further, any Class Notices that are returned to the Settlement  
26 Administrator with a forwarding address before the Response Deadline shall be promptly re-  
27 mailed to the forwarding address affixed thereto. Class members who are re-mailed a Class  
28

1 Notice shall have an additional fifteen (15) calendar days to submit a Request for Exclusion,  
2 objection or to dispute estimated payments.

3 (3) No later than seven (7) calendar days following the Response Deadline,  
4 the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to  
5 the completion of the notice process, including the number of attempts to obtain valid mailing  
6 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,  
7 and copies of all exclusion requests (opt-outs) and objections/comments received by the  
8 Settlement Administrator.

9 **B. Objections.**

10 Only Settlement Class Members who do not opt out of the Settlement (*i.e.*, Participating  
11 Class Members) may object or comment regarding the Settlement. In order for any Settlement  
12 Class Member to object to or comment on this Settlement, or any term of it, he or she should do  
13 so by mailing or faxing a written objection or comment to the Settlement Administrator at the  
14 address or phone number provided on the Class Notice no later than the Response Deadline. The  
15 Settlement Administrator shall email a copy of the objection/comment, regardless of its  
16 timeliness, forthwith to Class Counsel and Defendants' counsel. Class Counsel shall lodge a  
17 copy of the objection or comment, regardless of its timeliness, with the Court with the Motion  
18 for Final Approval. The objection or comment should set forth in writing: (1) the  
19 objector's/commenter's name and address; (2) the reason(s) for the objection/comment, along  
20 with whatever legal authority, if any, the objector/commenter asserts supports the objection; and  
21 (3) his or her signature (or the signature of an authorized representative). If a Settlement Class  
22 Member objects or comments regarding this Settlement, the Settlement Class Member will  
23 remain a member of the Settlement Class and if the Court approves this Agreement, the  
24 Settlement Class Member will be bound by the terms of the Settlement in the same way and to  
25 the same extent as a Settlement Class Member who does not object or comment. The date of  
26 mailing of the Class Notice to the objecting or commenting Settlement Class Member shall be  
27 conclusively determined according to the records of the Settlement Administrator. Settlement  
28

1 Class Members do not need to object or comment in writing to be heard at the Final Approval  
2 Hearing.

3 **C. Requesting Exclusion.**

4 Any Settlement Class Member may request exclusion from (i.e., “opt out” of) the  
5 Settlement by mailing or faxing a written request to be excluded from the Settlement (“Request  
6 for Exclusion”) to the Settlement Administrator, postmarked or fax-stamped on or before the  
7 Response Deadline. To be valid, a Request for Exclusion must include the Class Member’s name,  
8 social security number and signature and the following statement or something to its effect:  
9 “Please exclude me from the Settlement Class in the *Jones, et al v. Peace Over Violence, et al.*  
10 matter” or a statement of similar meaning. The Settlement Administrator shall immediately  
11 provide copies of all Requests for Exclusion to Class Counsel and Defendants’ Counsel and shall  
12 report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided  
13 in advance of the Final Approval Hearing. Any Settlement Class Member who requests  
14 exclusion using this procedure will not be entitled to receive any payment from the Settlement  
15 and will not be bound by the Settlement Agreement or have any right to object to, appeal, or  
16 comment on the Settlement. Any Settlement Class Member who does not opt out of the  
17 Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of  
18 the Settlement, including those pertaining to the Released Claims, as well as any Judgment that  
19 may be entered by the Court if Final Approval of the Settlement is granted.

20 **D. Disputes Regarding Settlement Class Members’ Workweeks Data.**

21 Each Settlement Class Member may dispute the number of Workweeks contained on his  
22 or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed or faxed to the  
23 Settlement Administrator by the Settlement Class Member, postmarked or fax-stamped on or  
24 before the Response Deadline. The Settlement Administrator shall immediately provide copies  
25 of all disputes to Class Counsel and counsel for Defendants and shall immediately attempt to  
26 resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance  
27 of Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall  
28 adjudicate the dispute.

1     **9.     INDIVIDUAL SETTLEMENT PAYMENTS TO PARTICIPATING CLASS**  
2           **MEMBERS**

3           Individual Settlement Payments will be calculated and distributed to Participating Class  
4 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class  
5 Members' respective number of Workweeks during the Class Period and the PAGA Period (as  
6 to apportionment of the PAGA Payment among the Participating Class Members employed  
7 during the PAGA Period). Specific calculations of the Individual Settlement Payments will be  
8 made as follows:

9           A.     The Settlement Administrator will determine the total number of Workweeks  
10 worked by each Settlement Class Member and the aggregate number of Workweeks worked by  
11 all Settlement Class Members during the Class Period ("Class Workweeks") and PAGA Period  
12 ("PAGA Workweeks"), as reflected on the Class List provided by Defendants.

13           B.     To determine each Participating Class Member's Individual Settlement Share  
14 from the class portion of the Settlement, the Settlement Administrator will determine the  
15 aggregate number of Workweeks worked by all Participating Class Members during the Class  
16 Period ("Participating Class Workweeks") and use the following formula: Participating Class  
17 Member's Workweeks during the Class Period ÷ Participating Class Workweeks) × Net  
18 Settlement Amount minus the PAGA Payment (\$2,500).

19           C.     To determine each Participating Class Member's Individual Settlement Share  
20 from the PAGA Payment, the Settlement Administrator will determine the aggregate number  
21 of Workweeks worked by all Participating Class Members during the PAGA Period  
22 ("Participating PAGA Workweeks") and use the following formula: Participating Class  
23 Member's Workweeks during the PAGA Period ÷ Participating PAGA Workweeks) × PAGA  
24 Payment (\$2,500)

25           D.     This net amount is to be paid out to Participating Class Members by way of  
26 check and is referred to as "Individual Settlement Payment(s)."

27     ///

28     ///

1                   **DISTRIBUTION OF PAYMENTS**

2                   **A.       Distribution of Individual Settlement Payments.**

3                   Settlement Class Members who do not submit a timely and valid Request for Exclusion  
4 (i.e., Participating Class Members) will receive an Individual Settlement Payment. Individual  
5 Settlement Payment checks shall remain valid and negotiable for one hundred eighty (180)  
6 calendar days after the date of their issuance. Within seven (7) calendar days after expiration  
7 of the 180-day period, checks for such payments shall be canceled and funds associated with  
8 such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code  
9 of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest,  
10 if any, as provided in Code of Civil Procedure section 384, shall be transmitted to People  
11 Assisting the Homeless (PATH) for use in any county in need within the State of  
12 California. The Settlement Administrator shall prepare a report regarding the distribution plan  
13 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court  
14 by Class Counsel along with a proposed amended judgment that is consistent with the  
15 provisions of Code of Civil Procedure section 384.

16                   **B.       Funding of Settlement.**

17                   Defendants shall, within twenty-one (21) calendar days after the Final Approval Date,  
18 make payment to the Settlement Administrator of the Gross Settlement Amount pursuant to  
19 Internal Revenue Code section 1.468B-1 for deposit in an interest bearing qualified settlement  
20 account ("QSA") with an FDIC insured banking institution, for distribution in accordance with  
21 this Agreement and the Court's orders and subject to the conditions described herein. Individual  
22 Settlement Payments for Class Members shall be paid exclusively from the QSA, pursuant to the  
23 settlement formula set forth herein, and shall be mailed within seven (7) calendar days after  
24 Defendants deliver to the Settlement Administrator the sum of One Hundred Thirty-Five  
25 Thousand Dollars and Zero Cents (\$135,000.00) representing the Gross Settlement Amount as  
26 required by this Agreement. In addition, and separate from the Gross Settlement Amount,  
27 Defendants are also required to pay, and will deliver into the QSA, their share of taxes, including  
28 the employer's portion of payroll taxes, including but not limited to, FICA, FUTA, and SDI

1 contributions. The Employer Taxes must be paid separate, apart, and on top of the Gross  
2 Settlement Amount.

3 Payments from the QSA shall be made for (1) the Service Award to the Plaintiffs, as  
4 specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award  
5 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the  
6 Settlement Administrator Costs; and (4) the amount allocated to PAGA penalties to be paid to  
7 the LWDA. The balance remaining shall constitute the Net Settlement Amount from which  
8 Individual Settlement Payments shall be made to Participating Class Members, less applicable  
9 taxes and withholdings. All interest accrued shall be for the benefit of the Participating Class  
10 Members and distributed in a pro-rata basis.

11 **C. Time for Distribution.**

12 Within seven (7) calendar days after payment of the full Gross Settlement Amount by  
13 Defendants, as well as Employer Taxes, or as soon thereafter as practicable, the Settlement  
14 Administrator shall distribute all payments due under the Settlement, including the Individual  
15 Settlement Payments to Participating Class Members, Court-approved payments for the Service  
16 Award to Plaintiffs, attorneys' fees and litigation costs and expenses to Class Counsel,  
17 Administration Costs to the Settlement Administrator, and the portion of the LWDA payment  
18 payable to the LWDA.

19 **10. ATTORNEYS' FEES AND LITIGATION COSTS**

20 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'  
21 fees of up to one third of the Gross Settlement Amount, or Forty-Five Thousand Dollars and Zero  
22 Cents (\$45,000.00). Class Counsel shall further apply for, and Defendants shall not oppose, an  
23 application or motion by Class Counsel for reimbursement of actual costs associated with Class  
24 Counsel's prosecution of this matter as set forth by declaration testimony, not to exceed Ten  
25 Thousand Dollars (\$10,000). Awards of attorneys' fees and costs shall be paid out of the Gross  
26 Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle,  
27 and obtain Final Approval of the settlement in the Action. The "future" aspect of the amounts  
28 stated herein includes, without limitation, all time and expenses expended by Class Counsel

(including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

**11. SERVICE AWARD TO PLAINTIFFS**

Named Plaintiffs shall seek, and Defendants shall not oppose, a Service Award in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) for each Plaintiff totaling Fifteen Thousand Dollars and Zero Cents (\$15,000.00), for participation in and assistance with the Class Action. Any Service Award awarded to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Award to Plaintiffs in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

**12. TAXATION AND ALLOCATION**

A. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as penalties and interest (to be reported on an IRS Form 1099). The Parties agree that the employees' share of taxes and withholdings with respect to the wage-portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

B. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes

1 set forth in this Section may be modified in a manner to bring Defendants into compliance with  
2 any such changes.

3 C. All Employer Taxes shall be paid by Defendants separate, apart and above from  
4 the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of  
5 payroll taxes as described above.

6 **13. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

7 The Parties agree to allocate Ten Thousand Dollars and Zero Cents (\$10,000.00) of the  
8 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent  
9 (75%) of the amount allocated toward PAGA (\$7,500.00) will be paid to the LWDA, and twenty-  
10 five percent (25%) (\$2,500.00) will remain a part of the Net Settlement Amount to be distributed  
11 to Participating Class Members on a *pro rata* basis, based upon their respective Workweeks  
12 during the PAGA Period.

13 **14. COURT APPROVAL**

14 This Agreement is contingent upon an order by the Court granting Final Approval of the  
15 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it  
16 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties  
17 shall be restored to their respective positions in the Action prior to entry of this Settlement. If  
18 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,  
19 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)  
20 the Court reserves any authority to issue any appropriate orders when denying approval; and/or  
21 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive  
22 the Settlement Agreement being voided or not approved, and which control in such an event.

23 **15. NOTICE OF JUDGMENT**

24 In addition to any duties set out herein, the Settlement Administrator shall provide  
25 notice of the Final Judgment entered in the Class Action by posting the same on its website.

26 ///

27 ///

28 ///

1    **16.    REPRESENTATIONS REGARDING CLASS SIZE**

2       Defendants have represented that there were 110 Class Members during the Class Period  
3    who worked an approximate aggregate of 10,502 Workweeks during this period. In the event  
4    the number of Workweeks increases by more than 15% (1,575 Workweeks) then the Gross  
5    Settlement Amount shall be increased proportionally by the Workweek value. The Workweek  
6    value shall be calculated by dividing the Gross Settlement Amount (\$135,000.00) by 10,502  
7    Workweeks which amounts to a workweek value of \$12.85. Thus, for example, should there be  
8    12,502 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by  
9    \$25,700. (12,502 Workweeks – 10,502 Workweeks = 2,000 Workweeks x \$12.85 per  
10   Workweek.)

11   **17.    MISCELLANEOUS PROVISIONS**

12       **A.    Interpretation of the Agreement.**

13       This Agreement constitutes the entire agreement between Plaintiffs and Defendants with  
14    respect to its subject matter. Except as expressly provided herein, this Agreement has not been  
15    executed in reliance upon any other written or oral representations or terms, and no such extrinsic  
16    oral or written representations or terms shall modify, vary or contradict its terms. In entering  
17    into this Agreement, the Parties agree that this Agreement is to be construed according to its  
18    terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be  
19    interpreted and enforced under the laws of the State of California, both in its procedural and  
20    substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or  
21    relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively  
22    in the Superior Court of the State of California for the County of Los Angeles, and Plaintiffs and  
23    Defendants hereby consent to the personal jurisdiction of the Court in the Action. Plaintiffs, on  
24    behalf of themselves and on behalf of the Settlement Class, and Defendants participated in the  
25    negotiation and drafting of this Agreement and had available to them the advice and assistance  
26    of independent counsel. As such, neither Plaintiffs nor Defendants may claim that any ambiguity  
27    in this Agreement should be construed against the other. The Agreement may be modified only  
28    by a writing signed by counsel for the Parties and approved by the Court.

1           **B. Further Cooperation.**

2           Plaintiffs, Defendants, and their respective attorneys shall proceed diligently to prepare  
3 and execute all documents, to seek the necessary approvals from the Court, and to do all things  
4 reasonably necessary to consummate the Settlement as expeditiously as possible.

5           **C. Counterparts.**

6           The Agreement may be executed in one or more actual or non-original counterparts, all  
7 of which will be considered one and the same instrument and all of which will be considered  
8 duplicate originals.

9           **D. Authority.**

10          Each individual signing below warrants that he or she has the authority to execute this  
11 Agreement on behalf of the party for whom or which that individual signs.

12          **E. No Third-Party Beneficiaries.**

13          Plaintiffs, Participating Class Members, Class Counsel, and Defendants are direct  
14 beneficiaries of this Agreement, but there are no third-party beneficiaries.

15          **E. Deadlines Falling on Weekends or Holidays.**

16          To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,  
17 or legal holiday, that deadline shall be continued until the following business day.

18          **F. Severability.**

19          In the event that one or more of the provisions contained in this Agreement shall for any  
20 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
21 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class  
22 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed  
23 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

24  
25                               [Signatures of All Parties and Counsel on Following Page]  
26  
27  
28

**IT IS SO AGREED:**

Dated: March 14, 2022, 2022

DocuSigned by:

*Kelsey Jones*

60698A8D503E408

KELSEY JONES  
Plaintiff and Class Representative

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

ZOE MUNOZ  
Plaintiff and Class Representative

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

CORI BRATSBY-RUDD  
Plaintiff and Class Representative

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

PEACE OVER VIOLENCE  
Defendant

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

PATRICIA O. GIGGANS  
Defendant

**APPROVED AS TO FORM AND CONTENT:**

Dated: March 14, 2022

GAINES & GAINES, APLC

By: *Daniel F. Gaines*

Daniel F. Gaines, Esq.  
Alex P. Katofsky, Esq.  
Counsel for Plaintiffs and Class  
Representatives

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

MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP

By: \_\_\_\_\_

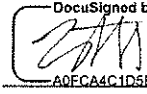
Steven C. Amundson, Esq  
Counsel for Defendants

**IT IS SO AGREED:**

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

KELSEY JONES  
Plaintiff and Class Representative

Dated: March 16, 2022, 2022

DocuSigned by:  
  
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ZOE MUNOZ  
Plaintiff and Class Representative

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

CORI BRATSBY-RUDD  
Plaintiff and Class Representative

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

PEACE OVER VIOLENCE  
Defendant

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

PATRICIA O. GIGGANS  
Defendant

**APPROVED AS TO FORM AND CONTENT:**

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

GAINES & GAINES, APLC

By: \_\_\_\_\_  
Daniel F. Gaines, Esq.  
Alex P. Katofsky, Esq.  
Counsel for Plaintiffs and Class  
Representatives

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

MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP

By: \_\_\_\_\_  
Steven C. Amundson, Esq.  
Counsel for Defendants

**IT IS SO AGREED:**

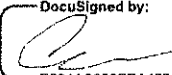
Dated: \_\_\_\_\_, 2022

KELSEY JONES  
Plaintiff and Class Representative

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

ZOE MUNOZ  
Plaintiff and Class Representative

Dated: March 11, 2022  
\_\_\_\_\_, 2022

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CORI BRATSBY-RUDD  
Plaintiff and Class Representative

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

PEACE OVER VIOLENCE  
Defendant

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

PATRICIA O. GIGGANS  
Defendant

**APPROVED AS TO FORM AND CONTENT:**

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

GAINES & GAINES, APLC

By: \_\_\_\_\_  
Daniel F. Gaines, Esq.  
Alex P. Katofsky, Esq.  
Counsel for Plaintiffs and Class  
Representatives

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

MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP

By: \_\_\_\_\_  
Steven C. Amundson, Esq.  
Counsel for Defendants

**IT IS SO AGREED:**

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

KELSEY JONES  
Plaintiff and Class Representative

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

ZOE MUNOZ  
Plaintiff and Class Representative

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

CORI BRATSBY-RUDD  
Plaintiff and Class Representative

Dated: 3/11/2022, 2022

*Patricia Giggans*  
PEACE OVER VIOLENCE  
Defendant

Dated: 3/11/2022, 2022

*Patricia Giggans*  
PATRICIA O. GIGGANS  
Defendant

**APPROVED AS TO FORM AND CONTENT:**

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

GAINES & GAINES, APLC

By: \_\_\_\_\_  
Daniel F. Gaines, Esq.  
Alex P. Katofsky, Esq.  
Counsel for Plaintiffs and Class  
Representatives

Dated: March 14, 2022

MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP

By: *Steven C. Amundson*  
Steven C. Amundson, Esq.  
Counsel for Defendants

# **EXHIBIT A**

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

KELSEY JONES, ZOE MUNOZ, CORI  
BRATSBY-RUDD, on behalf of themselves and  
on behalf of all similarly situated individuals,

Plaintiffs,

v.

PEACE OVER VIOLENCE, a California  
domestic nonprofit, PATRICIA O. GIGGANS,  
an individual, and DOES 1 through 10,  
inclusive,

Defendants.

CASE NO: 20STCV39038

*Assigned to the Hon. Yvette M. Palazuelos,  
Dept. SSC-9*

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

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT  
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

*A California court authorized this notice. This is not a solicitation from a lawyer.*

- A settlement will provide \$135,000 to pay claims to all individuals who worked for Defendant Peace Over Violence ("Defendant") as a non-exempt, hourly paid employee in California at any time between October 13, 2016 and December 31, 2021.
- The settlement resolves a lawsuit alleging that Defendant failed to pay all overtime and minimum wages due; provide compliant meal and rest periods or premium compensation in lieu thereof; reimburse employee business expenses; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendants Defendant Peace Over Violence and Patricia O. Giggans (Collectively "Defendants") from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$45,000 as attorneys' fees and \$10,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendants deny liability and the Parties disagree on how much money could have been awarded if employees won at trial.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing</b>                                        | You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below. |
| <b>Exclude Yourself</b>                                  | To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive <b>no money from the Settlement</b> . This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims that were brought in this case.                                                              |
| <b>Object</b>                                            | Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.                                                                                                                                                                                                                                                   |
| <b>Go to a Hearing</b>                                   | Ask to speak in Court about the fairness of the settlement, as detailed below.                                                                                                                                                                                                                                                                                                                                                                        |

### **WHY DID YOU RECEIVE THIS NOTICE?**

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

### **WHAT IS THIS LAWSUIT ABOUT?**

On October 13, 2020, Plaintiffs Kelsey Jones, Zoe Munoz, and Cori Bratsby-Rudd (collectively, "Plaintiffs"), former employees of Defendant, filed this lawsuit in the Los Angeles County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all current and former non-exempt, hourly paid employees of Defendant employed from October 13, 2016 through December 31, 2021 ("Class Period") in California. Specifically, the lawsuit alleges that members of the Class were not paid all overtime and minimum wages due; were not provided all compliant meal and rest periods or premium compensation in lieu thereof; were not timely issued final wages upon separation of employment; were not issued accurate and complete itemized wage statements; and were not reimbursed for all business expenses incurred. The Settlement seeks recovery of wages, damages, interest, statutory and civil penalties, restitution, attorneys' fees, and costs. Defendants deny all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiffs' Attorneys

Daniel F. Gaines, Esq.  
Alex P. Katofsky, Esq.  
Gaines & Gaines, APLC  
4550 E. Thousand Oaks Blvd., Suite 100  
Westlake Village, CA 91362  
Phone: (866) 550-0855

Joseph Tojarieh, Esq.  
Stonebrook Law  
10250 Constellation Blvd., Suite 100  
Los Angeles, CA 90067

Defendants' Attorneys

Steven C. Amundson, Esq.  
Manning & Kass, Ellrod, Ramirez, Trester, LLP  
801 S. Figueroa Street, 15th Floor  
Los Angeles, CA 90017

**SUMMARY OF THE SETTLEMENT**

**A. Why is there a Settlement?**

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs believe they would have prevailed on their claims at a trial. Defendants do not believe that Plaintiffs would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement Agreement" or "Stipulation of Settlement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiffs and Plaintiffs' Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

**B. Who is in the Settlement Class?**

The Settlement encompasses a class composed of all individuals who worked for Defendant Peace Over Violence as a non-exempt, hourly paid employee in California at any time between October 13, 2016 through December 31, 2021.

**C. What does the Settlement provide?**

1. Gross Settlement Amount.

The Settlement provides that Defendants will pay \$135,000 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Amount.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

- (a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed \$45,000;
- (b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$10,000;
- (c) **Service Awards to the Class Representatives** in an amount set by the Court, not to exceed \$5,000 each, for their service in the lawsuit;
- (d) **Settlement Administration Costs** which are currently estimated to not exceed \$4,000, for administering the settlement; and
- (e) **PAGA Payment** in the total amount of \$10,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). Seventy-Five percent (75%), or \$7,500, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining Twenty-Five percent (25%), or \$2,500.00, shall be included in the Net Settlement Amount to be distributed to non-exempt, hourly paid employees who worked for Defendant in California from July 24, 2019 through December 31, 2021 ("PAGA Participating Class Members"), for the release of their claims arising under PAGA.

3. Individual Settlement Payments.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment ("Individual Settlement Payment")

**D. What Are You Giving Up To Get A Payment Or Stay In The Class?**

Upon the Effective Date, and subject to Defendant's full payment of the Maximum Settlement Amount, Plaintiffs and all Settlement Class Members who do not timely opt-out will be deemed to have fully released and discharged Defendants and each of their past, present, and future respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents ("Released Parties") from any and all claims against the Released Parties asserted in the Complaint on file in the Action, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the PAGA Notice, Amended PAGA Notice, and Complaint on file in the Action, which arose during employment in a non-exempt, hourly paid position in California during the Class Period as follows: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and rest periods and associated premium pay; (d) all claims for the failure to timely pay wages earned; (e) all claims for the failure to timely pay wages upon termination; (f) all claims for failure to keep adequate or accurate time records; (g) all claims for failure to indemnify employees for costs incurred in furtherance of their work duties; (h) all claims for non-compliant wage statements; and (i) all claims asserted through California Business & Professions Code § 17200 et seq. arising out of the Labor Code violations referenced in the Complaint. For individuals employed during the PAGA Period, the release includes, for the duration of the PAGA Period, all claims released during the Class Period, as well as all asserted PAGA claims for penalties arising out of Labor Code Sections 201-202, 204, 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1194, 1194.2, 1197, 2802 and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the PAGA Notice, Amended PAGA Notice, and the Complaint filed in the Action ("Released Claims").

**E. How Is My Share Of The Settlement Calculated?**

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Settlement Payment," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form and is a portion of the PAGA Payment distributable to each Class Member, regardless of if they request exclusion from the class settlement or not).

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period and the PAGA Period (as to apportionment of the PAGA Payment among the Participating Class Members employed during the PAGA Period). Specific calculations of the Individual Settlement Payments will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member and the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Pay Periods") and PAGA Period ("PAGA Workweeks"), as reflected on the Class List provided by Defendants.

B. To determine each Participating Class Member's Individual Settlement Share from the class portion of the Settlement, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Participating Class Member's Workweeks during the Class Period ÷ Participating Class Workweeks) × Net Settlement Amount minus the PAGA Payment (\$2,500).

C. To determine each Participating Class Member's Individual Settlement Share from the PAGA Payment, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the PAGA Period ("Participating PAGA Workweeks") and use the following formula: Participating Class Member's Workweeks during the PAGA Period ÷ Participating PAGA Workweeks) × PAGA Payment (\$2,500)

For tax purposes, each Individual Settlement Payment will be apportioned (a) 20% to wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 80% to penalties and interest (reported on an IRS Form 1099). All Individual Settlement Payments paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [ ] Workweeks in California from October 13, 2016 through December 31, 2021 and you worked [ ] Workweeks in California from July 24, 2019 to December 31, 2021. Based on these Workweeks worked, you are entitled to an Individual Settlement Payment of approximately \$[ ]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [ ], 2022. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final and binding determination without a hearing or right of appeal by you.

**THE SETTLEMENT HEARING**

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on \_\_\_\_\_, at \_\_\_\_\_ a.m., in the Courtroom of Judge Yvette M. Palazuelos of the Los Angeles County Superior Court, Department SSC-9, located at 312 North Spring Street, Los Angeles, California 90012. The Court will determine: (i) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to be awarded to Plaintiffs' Attorneys; and (iv) the amount that should be awarded to Plaintiffs as service payments. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

### **WHAT ARE YOUR OPTIONS?**

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

**IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.** If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than \_\_\_\_\_. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than \_\_\_\_\_.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than \_\_\_\_\_.

### **ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Joint Stipulation Re: Class Action and Representative Action Settlement" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF  
THE STATE OF CALIFORNIA**