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12 Cori Bratby-Rudd and Proposed Class Counsel

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15
16 KELSEY JONES, ZOE MUNOZ, CORI
BRATSBY-RUDD, on behalf of
17 themselves and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

18 Plaintiffs,

19 v.

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

23 Defendants.

CASE NO: 20STCV39038

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

CLASS ACTION

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: June 14, 2022

TIME: 10:00 a.m.

DEPT.: SSC-9

Action Filed: October 13, 2020

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiffs Kelsey Jones, Zoe Munoz,
4 and Cori Bratby-Rudd ("Plaintiffs") and proposed Class Counsel in this action. I have personal
5 knowledge of the facts set forth herein and if called as a witness to testify to them, I could and
6 would do so competently.

7 **Education and Experience:**

8 2. I obtained my BS degree from the University California at Berkeley in 2003. I
9 majored in Business Administration at the Haas School of Business.

10 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I
11 was a member of the editorial board of the Virginia Tax Review. I was also the recipient of the
12 Lacy Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused
13 my studies on tax and real estate. I earned my JD and became a member of the California Bar in
14 2007.

15 4. Since becoming a member of the Bar, I have practiced law with my partner/father,
16 Kenneth, at Gaines & Gaines, APLC. My father has practiced law in California for over 40
17 years, emphasizing litigation for the vast majority of his career. Our current practice specializes
18 in litigation, with an emphasis in business, real estate, and employment disputes like this one.
19 Over 85% of our practice is devoted to complex employment litigation.

20 5. My firm has represented employees in complex employment matters such as this
21 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
22 class counsel in dozens of class action matters since my admission to the Bar. A list of the cases
23 in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

24 **Factual and Procedural Background:**

25 6. Plaintiffs filed a putative wage-and-hour class action complaint against Defendants
26 on October 13, 2020 also alleging claims pursuant to PAGA. Plaintiffs allege that during the
27 Class Period, with respect to Plaintiffs and the Settlement Class Members, Defendant POV failed
28 to pay all of the Settlement Class Members' overtime wages and minimum wages for all hours

1 worked and/or recorded. Plaintiffs further allege that Defendant POV failed to provide
2 compliant meal and rest periods and associated premium payments; failed to issue compliant and
3 accurate itemized wage statements; failed to timely pay all wages due and owing at the time of
4 termination or resignation; failed to provide reimbursements for necessary work-related
5 expenses; and engaged in unfair competition based on the alleged Labor Code violations.

6 7. On July 24, 2020, Plaintiffs filed with the LWDA and served on Defendants a
7 notice under Labor Code section 2699.3 ("the PAGA Notice") stating they intended to serve as a
8 proxy of the LWDA to recover civil penalties for aggrieved employees. The PAGA Notice and
9 an Amended PAGA Notice included violations of law originally pled in the Class Action, plus a
10 request for penalties for failure to comply with Labor Code section 2810.5. On October 13,
11 2020, after 65 days had passed without any communication from the LWDA, Plaintiffs filed
12 their complaint with a PAGA claim on behalf of themselves and aggrieved employees in the
13 PAGA Period as a proxy of the LWDA to recover civil penalties for the Labor Code violations
14 set out in the PAGA Notice.

15 **Investigation and Settlement Discussions**

16 8. Recognizing that this was a resolvable case and also understanding that
17 Defendants were suffering substantial financial limitations in defending and resolving a class
18 and PAGA action, the Parties agreed to exchange informal discovery in which Plaintiffs were
19 provided with, among other things: (1) class data points to permit pertinent calculation of
20 workweeks, pay periods, number of shifts, and employee numbers within the Class Period and
21 PAGA Period; (2) sufficient information to determine the average hourly rate for Settlement
22 Class Members working during the Class Period and PAGA Period; (3) written policies,
23 including employee handbooks in place during the Class Period and PAGA Period; (4) a
24 sampling of time and payroll records from the Class Period and PAGA Period; and (5) Plaintiffs'
25 personnel files, time records, pay stubs, and other documents pertaining to Plaintiffs.

26 9. After preparing damage analyses and assessing the claims of Plaintiffs, the Class
27 Members, and the Aggrieved Employees, the Parties participated in a full-day mediation before
28 mediator Henry Bongiovi, Esq., a well-regarded mediator experienced in mediating complex

1 labor and employment matters. The matter did not settle on the day of the mediation. However,
2 with the aid of the mediator's evaluation, and continued settlement discussions, the Parties
3 eventually reached the Settlement to resolve the Action.

4 10. The Parties thereafter jointly prepared the Joint Stipulation of Class Action and
5 Representative Action Settlement ("Settlement"). A true and correct copy of the Settlement is
6 attached hereto as **Exhibit B**.

7 11. My office has conducted significant investigation of the law and facts relating to
8 the claims asserted in the Action, together with the review of Defendants' finances, and has
9 concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the best
10 interests of the Settlement Class, taking into account the nonprofit status of the Defendant POV,
11 the expense and time necessary to litigate the Actions through trial and any appeals, the risks and
12 costs of further litigation of the Actions, the risk of an adverse outcome, the uncertainties of
13 complex litigation, the information learned through informal discovery regarding Plaintiffs'
14 allegations, and the substantial benefits to be received by the Settlement Class Members.

15 12. Defendants have concluded that, because of the substantial expense of defending
16 against the Action, the length of time necessary to resolve the issues presented herein, the
17 inconvenience involved, and the concomitant disruption to their business operations, it is in their
18 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
19 claims asserted against it in the Action, the PAGA Notice and the Amended PAGA Notice.
20 However, Defendants nevertheless desire to settle the Action for the purpose of avoiding the
21 burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the
22 controversies engendered by the Action.

23 13. Discussions between counsel for the Parties, informal discovery, as well as the
24 investigation and evaluation of the claims of Plaintiffs by the Parties, have permitted each side to
25 assess the relative merits of the claims and the defenses to those claims. The Parties agree that
26 the above-described investigation and evaluation, as well as the information exchanged during
27 settlement negotiations and mediation, are more than sufficient to assess the merits of the
28 respective Parties' positions and to compromise the issues on a fair and equitable basis.

1 14. Based on our independent investigations and evaluations, my colleagues and I are
2 of the opinion that the consideration and terms of the Settlement as set forth below, considering
3 the representative and class claims, and the risk of loss, is fair, reasonable, and adequate in light
4 of all known facts and circumstances, and is in the best interests of the Class. My colleagues and
5 I are also of the opinion that the total consideration and payment set forth in this Settlement is
6 adequate in light of the uncertainties surrounding the risk of further litigation, and the possible
7 defenses and offset claims that Defendants have asserted and could assert.

8 15. In addition, each of the Plaintiffs have entered into a full and complete general
9 release in favor of the Defendants and their related parties, for which the Parties have agreed that
10 they will each be paid an additional \$5,000, in addition to any service payment they are awarded.
11 Their general release payment relates to claims not otherwise resolved through the class action
12 settlement, including allegations relating to periods of time they worked for Defendant POV as
13 unpaid volunteers prior to their employment.

14 **Settlement Notice Process:**

15 16. The Parties have agreed that Simpluris, Inc., an experienced and competent
16 settlement administration company, will administer the settlement. Simpluris' credentials are
17 attached hereto as **Exhibit C**. Simluris' bid for administration services is attached hereto as
18 **Exhibit D**.

19 17. A true and correct copy of the proposed Notice of Pendency of Class Action,
20 Proposed Settlement and Hearing Date for Court Approval is attached hereto as **Exhibit B-A**.

21 **Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued**
22 **Litigation:**

23 18. Prior to settlement, my office created a comprehensive damage analysis using
24 sampling information obtained through informal discovery. This damage analysis reveals that
25 the negotiated settlement falls within a realistic range of recovery on class members' claims.

26 19. Plaintiffs contend that Defendants failed to compensate Plaintiffs and Class
27 Members who were required to work on-call for Defendant POV with all minimum wages and
28 overtime wages, in violation of Labor Code §§ 510, 558, 1194, 1194.2, and 1197. Whether on-

1 call time is considered compensable must be determined by looking at the restrictions placed on
2 the employee. A variety of factors are considered in deterring whether the employer-imposed
3 restrictions turn the on-call time into compensable "hours worked." These factors include
4 whether there are excessive geographic restrictions on the employee's movements; whether the
5 frequency of calls is unduly restrictive; whether a fixed time limit for response is unduly
6 restrictive; whether the on-call employee can easily trade his or her on-call responsibilities with
7 another employee; and whether and to what extent the employee engages in personal activities
8 during on-call periods. They allege that they were not permitted to be too far from the job site or
9 engaging in activities that would restrict them from working their on-call shift. Although
10 Plaintiffs and Class Members contend that they were subject to the control of the Defendants
11 during each on-call shift, they were not compensated for their time, in violation of Labor Code
12 §§ 510, 558, 1194, 1194.2, and 1197. Relatedly, and as a result of Defendant POV's on-call
13 policy, Defendants allegedly failed to provide Plaintiffs and Class Members with one day's rest
14 in seven and caused them to work more than six days in seven, in violation of Labor Code §§
15 551 and 552.

16 20. Plaintiff further allege that Defendants failed to pay Plaintiffs and Class Members
17 for all overtime hours worked, in violation of Labor Code §§ 510, 558, and 1194. Plaintiffs and
18 Class Members would allegedly work some overtime hours (over than 8 hours in a workday and
19 over 40 hours in a workweek), but were not paid at one and one-half times their regular rate of
20 pay, in violation of Labor Code §§ 510, 558, and 1194. When Plaintiffs and Class Members
21 worked these overtime hours, Defendants would sometimes require them to roll-over this time to
22 the next office day or next pay period and would only pay them at their base hourly rate for all
23 hours worked.

24 21. The maximum value of the unpaid wage claims alleged is estimated at \$1,350,000
25 if Plaintiffs prevail on all their theories of recovery on a classwide basis. Of course, there are
26 substantial hurdles to any recovery here. Defendants contend they properly paid all wages due,
27 including all overtime wages, and that there is no on-call work required to be compensated
28 (employees were not sufficiently restricted while on call). They contend that the issues raised by

1 Plaintiffs are highly individualized and not suitable for class treatment. They contend they have
2 no money to pay a substantial settlement, even if they were liable for the claims. The
3 compromise reached is fair and proportionately to the risk of continued litigation.

4 22. Plaintiffs also contend that Defendants failed to pay Plaintiffs and Class Members
5 premium wages for each missed, denied and unauthorized 30-minute meal period for every five
6 hours of work and each second missed, denied and unauthorized 30-minute meal period for
7 every ten hours of work. An employer must pay an employee one hour of pay at the employee's
8 regular rate of compensation for each workday that a meal period is not properly provided.
9 Defendants allegedly failed to do so and therefore have violated Labor Code §§ 226.7 and 512.
10 What's more, Plaintiffs allege that Defendant POV maintains no records showing the start and
11 stop time for meal periods such that it is impossible to determine the depth of the violations
12 alleged. Defendants also failed to pay any meal period premiums during the Class Period.
13 Furthermore, according to a California Supreme Court opinion just issued on July 15, 2021,
14 Plaintiffs and Class Members are entitled to a heightened meal period premium for any period
15 when bonuses or other non-base hourly wages were earned (which was frequent) because those
16 bonus and non-base hourly wages must be incorporated into the regular rate of pay for purposes
17 of calculating the meal period premium rate.

18 23. Defendants maintain that they provided all required meal breaks. They contend
19 that employees were always authorized to take their meal breaks as required by California law.
20 While the value of this claim approximately \$694,000 according to Plaintiffs' expert's analysis,
21 the risks of maintaining this claim on a class basis through trial, prevailing on it, and collecting
22 on any judgment were massive. The settlement's compromise, while substantial, is justified in
23 light of these risks.

24 24. Plaintiffs also allege that Defendants failed to separately compensate Plaintiffs and
25 Class Members for missed, denied and unauthorized 10-minute rest periods for every four hours
26 of work or major fraction thereof. An employer must pay an employee one hour of pay at the
27 employee's regular rate of compensation for each workday that a rest period is not properly
28 provided. Defendants failed to do so and therefore have violated Labor Code § 226.7. Moreover,

1 as with meal periods, Plaintiffs and Class Members are entitled to a heightened rest period
2 premium for any period when bonuses or other non-base hourly wages were earned because
3 those bonus and non-base hourly wages must be incorporated into the regular rate of pay for
4 purposes of calculating the rest period premium rate.

5 25. Defendants maintain that they authorized all employees to take rest breaks at the
6 proper intervals as required by California law. Even if Plaintiffs could prove a 50% violation
7 rate – an uncertainty which will be determined by representative employee testimony – the value
8 of this claim exceeds \$578,000. This would have been a difficult claim to certify if Defendants
9 opposed class certification, and the risk on prevailing on this claim was lower than the meal
10 break claim because it will be tied to employee testimony rather than documentary evidence (i.e.
11 time records). The risks of maintaining this claim on a class basis through trial, prevailing on
12 it, and collecting on any judgment were substantial. The settlement's compromise is justified in
13 light of these risks.

14 26. Plaintiffs assert a claim under Labor Code § 2802 related to unreimbursed
15 expenses for use of their personal autos and cell phones. This claim was also challenging
16 because proving liability and damages would be challenging, particularly with respect to auto
17 mileage – measuring liability and damages is difficult where employees likely kept few, if any,
18 records of their auto expenses. Defendants contend that POV had a reimbursement policy for all
19 employees who incurred business related expenses and all employees who followed this policy
20 by submitting for reimbursement were reimbursed accordingly. To the extent that any employee
21 was not reimbursed, it was due to the employee's failure to submit for the reimbursement.
22 Plaintiffs also sought statutory penalties for non-compliant wage statements (valued at up to
23 \$143,240) and waiting time (valued at up to \$194,515). These were uncertain claims because it
24 is unclear that Plaintiffs would prevail on the claims which underlie them (from which they
25 derive), such that no recovery was guaranteed. They are also subject to multiple independent
26 defenses of their own. As a result, Plaintiffs gave them little more than nominal value for
27 settlement purposes.

28 \\\

1 27. The PAGA claims alleged by Plaintiffs could be valued at up to approximately
2 \$165,700 (without stacking). However, any recovery on these claims is not certain either.
3 PAGA claims are discretionary, such that the Court could decline to award their full value. They
4 are also derivative, so Plaintiffs must prevail on their underlying Labor Code claims to prevail
5 on these claims. Finally, the Court may award far less than the maximum value on these penalty
6 claims, particularly if they approach or exceed the value of the underlying wage claims and
7 considering that Defendants have little, if any, ability to pay a substantial judgment.

8 28. A discount on the maximum value of Class members' claims was required (and
9 warranted) to resolve the matter at this stage of the litigation. Class certification is a substantial
10 risk in any class action case. Here, while Plaintiffs maintain that the requirements of class
11 certification are met, Defendants proffer various arguments why class treatment is not
12 appropriate here, including but not limited to that individualized inquires among class members
13 predominate over common ones. If Defendants were to defeat Plaintiffs' class certification
14 motion, there would be no class wide relief whatsoever, and most class members would likely
15 not file individual claims.

16 29. Moreover, Defendant POV is a non-profit with minimal funds available to litigate
17 or pay a large class action judgment. My colleagues and I reviewed comprehensive financials
18 and independently reached this conclusion. A significant discount was warranted and
19 appropriate to resolve this case at this juncture on the terms in the Settlement Agreement.

20 30. Plaintiffs also faced the risk of a loss on the merits on their claims. Plaintiffs'
21 wage statement claims, for example, are technical and primarily derivative of their underlying
22 wage claims. It is possible that the Court would find that Defendants substantially complied
23 with the requirements of Labor Code section 226(a) such that no penalties would be awarded. It
24 is also possible that the Court would agree with Defendants' position that POV's policies and
25 practices complied with the requirements of California law. In such a case, the value of most of
26 Plaintiffs' claims would be zero.

27 31. Defendants strongly contend that POV's policies and practices do not violate any
28 laws. They contend that they provided all required wages in a timely manner.

1 32. When the costs and risks of non-certification and loss on the merits are considered,
2 my colleagues and I are of the opinion that the settlement reached is clearly a favorable one.

3 33. The settlement for each participating Class Member is fair, reasonable and
4 adequate, given the inherent risk of litigation, the risk relative to class certification and the costs
5 of pursuing such litigation. The settlement shall finally resolve all claims of the Class Members
6 as alleged in the Action.

7 **Class Certification Requirements:**

8 34. To date, no class has been certified. The Stipulation of Settlement contains a
9 provision pursuant to which we stipulate to the Court's provisional certification of the
10 approximately 72-member Settlement Class, but do so for purposes of this settlement only.

11 35. In this case, the Class Members are identifiable from Defendant POV's records.
12 Further, the settlement class is sufficiently numerous to warrant certification. According to
13 Defendant POV's records, the Class is comprised of approximately 72 individuals.

14 36. The Class Members' claims all stem from a common source: all Class Members
15 allege that Defendants violated the same Labor Code and Wage Order provisions in connection
16 with their work for Defendant POV. The same Labor Code and Wage Order violations are
17 alleged on behalf of all persons encompassed in the settlement class, including: (a) all claims for
18 failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for
19 failure to provide compliant meal and rest periods and associated premium pay; (d) all claims for
20 the failure to timely pay wages earned; (e) all claims for the failure to timely pay wages upon
21 termination; (f) all claims for failure to keep adequate or accurate time records; (g) all claims for
22 failure to indemnify employees for costs incurred in furtherance of their work duties; (h) all
23 claims for non-compliant wage statements; and (i) all claims asserted through California
24 Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced
25 in the Complaint. All members of the Settlement Class seek the same legal remedies under the
26 same state laws, all related to their employment under uniform policies and practices. Under
27 these circumstances, the commonality requirement is satisfied for purposes of certifying the
28 settlement class for settlement.

37. In this case, the named Plaintiffs and proposed Class Representatives Kelsey Jones, Zoe Munoz, and Cori Bratby-Rudd are former non-exempt employees of Defendants POV whom, Plaintiffs allege, were not paid all wages due; were not provided with proper uninterrupted (off-the-clock and free of all duties) 30-minute meal periods for every shift they worked which exceeded five hours in duration; were not provided with 10-minute rest breaks as required by California law; were not provided with compliant itemized employee wage statements; and were not paid all wages due at termination. Plaintiffs allege the same claims as those that the members of the Settlement Class would reasonably be expected to bring based on the course of conduct alleged herein.

38. Plaintiffs have also demonstrated that they will aggressively and competently assert the interests of the proposed Settlement Class; they have taken active roles in this litigation and have no apparent conflicts with other class members. Plaintiffs participated actively in the litigation, including some of their participation in a full day mediation.

Settlement of Claims Pursuant to Labor Code § 2699 et seq. (PAGA)

39. Concurrently with the filing of this Motion, my office is transmitting the Settlement Agreement (and these approval documents) to the LWDA, in compliance with Labor Code § 2699(1)(2).

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 21st day of March, 2022 at Calabasas, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaience OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

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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.

28 ///

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)."

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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.

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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

60699A8D503E408

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: _____

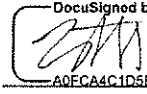
Steven C. Amundson, Esq
Counsel for Defendants

IT IS SO AGREED:

Dated: _____, 2022

KELSEY JONES
Plaintiff and Class Representative

Dated: March 16, 2022
_____, 2022

DocuSigned by:

A0FCA4C1D5E146D

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:

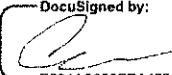
Dated: _____, 2022

KELSEY JONES
Plaintiff and Class Representative

Dated: _____, 2022

ZOE MUNOZ
Plaintiff and Class Representative

Dated: March 11, 2022
_____, 2022

DocuSigned by:

E604AC030EEA457...

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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	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.
Exclude Yourself	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 no money from the Settlement . 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.
Object	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.
Go to a Hearing	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**

EXHIBIT B

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Kelsey Jones, Zoe Munoz, and Cori Bratsby-Rudd, Plaintiffs, v. Peace Over Violence and Patricia O. Giggans, and Does 1 Through 10, Inclusive, Defendants*, Los Angeles County Superior Court, Case No. 20STCV39038. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.**

I confirm that I was employed by Defendant Peace Over Violence as a non-exempt, hourly-paid employee in California between October 13, 2016 and December 31, 2021.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[45 days after mailing of Notice]**. Send this signed request for exclusion form to the Settlement Administrator:

Peace Over Violence Claims Administrator
c/o Simpluris

EXHIBIT C

simpluris

Class Action Settlement Administration

ABOUT SIMPLURIS

Simpluris, Inc. opened its doors in January 2007 as a class action settlement administration firm. A small collection of professionals proficient in class action settlement administration, marketing, direct mail development, and database design, with Troy Hoffman at its helm, began building the client-centric company with less than 10 clients. Over the course of 10 years, Simpluris has grown to 55+ employees, offices in 3 states, 5000+ clients. The success has derived from the construction of a cohesive team built with enthusiasm and vision. Simpluris is continually advancing its services including notification campaigns, case administration, data management, funds distribution and tax reporting persistently seeking modern techniques that offer efficiency and cost effective solutions to our clients. Simpluris will launch LiveCase™ (client centric software) shortly, which will take class action settlement administration to a whole new level.

Inc Magazine recently ranked Simpluris #171 on its 30th annual Inc. 500 an exclusive ranking of the nation's fastest growing private companies.

Founder, Troy Hoffman, has been a guest lecturer and panel member in the industry on class action related topics, including online claims filing, class notice campaigns, and other relevant issues within class action administration. He has spoken at many seminars including:

- California 17200 Conference
- Class Action & UCL Conference
- Nixon Peabody Luncheon
- Class Action Litigation Summit
- Bridgeport symposium's, Regular Panel Member
- CASD-Panel Member

Our approach is to provide a high level of customer service to all our clients and to use automation to the fullest to provide economical as well as accurate results and work product.

Clients receive support from our experts, who include attorneys, accountants, IT experts and communications professionals with a deep understanding of the unique demands of complex administration for class action, mass tort, and international collective redress.

Every case is assigned a dedicated team of professionals that oversees and coordinates all aspects of the engagement. Our integrated approach assures the highest levels of quality, accuracy and timeliness to meet clients' deadlines.

Simpluris has successfully administered cases in a complete scope of different practice areas. Our proven procedures and best practices provide successful outcomes from start to finish. Our IT professionals work full time to upgrade our case management technology to advance our commitment to our clients. Our far-reaching experience has helped us effectively administer cases in Wage and Hour, retail, commercial, Consumer, liability, and Consumer Fraud.

AREAS OF PRACTICE

Antitrust	Employment/ADA	Personal Injury
Banking	Environmental	Product Liability
Civil Rights	Finance	Securities
Consumer/Product	Healthcare	Specialty Areas
Coupon	Insurance	Trade
Discrimination	Mass Tort	Wage and Hour

SERVICES AND SOLUTIONS

Call Center	Consulting	Notice of Class Certification
Case Administration	Data Management	Pre-Certification
Case Notification	Discovery Campaigns	Settlement Mailings
Case Websites	Fund Distribution and Tax	Statistical Analysis
Claims Processing	Reporting	Statistics Gathering
Class Member Tracking	Mailing Campaigns	

Simpluris

Class Action Settlement Administration

current CASE LIST

Acheson v Giorgio Armani

Case Number: 107 CV 099461

PLAINTIFF - Initiative Legal Group LLP

Mónica Balderrama, Esq., Shawn Westrick, Esq.

DEFENSE - Jackson Lewis LLP

Punam Sarad, JoAnna Brooks

Alberto v GMRI, Olive Garden

Case No: 2:07-CV-01895-WBS-DAD

PLAINTIFF - Westrup Klick

Phillip R. Poliner

DEFENSE - Paul, Hastings, Janofsky & Walker LLP

Jan E. Eakins

Alvarez v Malibu Restaurant

Case No: BC 376311

PLAINTIFF - Hamner Law Offices PC

Christopher J. Hamner

DEFENSE - Landegger Baron Lavanant

Brian E. Ewing

Anderson v DriveTime

Case No: BC398475

PLAINTIFF - Initiative Legal Group

Mark Yablonovich, Marc Primo

DEFENSE - Paul Hastings Janofsky & Walker

Elena Baca, Ryan Derry

Arias v Praxair Distribution

Case No: CGC 08-474506

PLAINTIFF - Keller Grover LLP

Eric A. Grover, Esq., Jade Butman, Esq.

DEFENSE - Littler Mendelson, P.C.

Marlene S. Muraco, Esq.

**Arnall v North American
Merchandising Service, Inc.**

Case No: 06AS01439

PLAINTIFF - Shimoda Law Corp.

Galen T. Shimoda

DEFENSE - Jackson Lewis LLP

Dale R. Kuykendall, Nathan W. Austin

Dillingham & Murphy, LLP

William Gaus

Balint v Chico's Fas, Inc.

Case No: BX369191

PLAINTIFF - Jennifer Kramer Legal

Judith Wiederhorn, Jennifer Kramer

DEFENSE - Jackson Lewis LLP

David S. Bradshaw

Blackner v Ameripark

Case No: BC363075

PLAINTIFF - Initiative Legal Group

Mark Yablonovich

DEFENSE - Littler Mendelson

Tony Ray Skogen

Bodiford v GMRI, Red Lobster

Case No: HG 08407051

PLAINTIFF - Westrup Klick, LLP

Phillip Poliner, Esq

DEFENSE - Paul, Hastings, Janofsky &

Walker LLP

Jan E. Eakins, Esq

Booker v Tanintco

Case No: BC 349267

PLAINTIFF - Law Offices of Jared E. Peterson

Jared E. Peterson, Esq.

Aiman-Smith & Marcy

Reed W.L. Marcy, Esq.

DEFENSE - Sedgwick, Detert, Moran & Arnold LLP

Leonora M. Schloss, Esq., Aaron N. Colby, Esq.

Boyce v Michael Kors

Case Number: 37-2008-00093848-CU-BT-CTL

PLAINTIFF - Fineman & Associates

Neil B. Fineman

DEFENSE - Proskauer Rose LLP

Lary Alan Rappaport

Boydston v ExxonOil

Case Number: 1267419

PLAINTIFF - Gilbert & Sackman, A Law Corporation

Robert A. Cantore, Adrian Barnes

DEFENSE - Sheppard, Mullin, Richter & Hampton, LLP

Jeffrey A. Dinkin, Aaron W. Heisler

Brentwood Travel Services v DCT

Case No: 03CC-002857

PLAINTIFF - Korein Tillery LLC

Christopher A. Hoffman, Steven Katz, Douglas R. Sprong

DEFENSE - not disclosed

Brior v AE Retail West, LLC

Case No: CGC 06-455422

PLAINTIFF - Keller Grover, LLP

Eric Grover, Jade Butman

DEFENSE - Rutan & Tucker, LLP

Brian C. Sinclair

Broome v Google

Case No: 108CV112386

PLAINTIFF - Rukin, Hyland, Doria & Tindall LLP

Peter Rukin

DEFENSE - Paul, Hastings, Janofsky & Walker LLP

Thomas E. Geidt

Butcher v Westport Insurance Corp.

Case No: BC 335874

PLAINTIFF - Kroll Law Corporation

Gerald Kroll

DEFENSE - Harrington, Fox, Dubrow & Canter

Mark Flory, James Lo

Cabrera v HVACExchange

Case No: 37-2008-00084851-CU-OE-CTL

PLAINTIFF - Cadena Churchill LLP

Raul Cadena

DEFENSE - Law Offices of Roy R. Withers, Esq.

Roy Withers

Camacho v Herbalife

Case No: BC376236

PLAINTIFF - Diversity Law Group, A.P.C.

Larry Lee

DEFENSE - Sheppard Mullin Richter & Hampton, LLP

Richard J. Simmons, Jason W. Kearnaghan

Campos v HWBCarwash

Case No: BC378990

PLAINTIFF - Lavi & Ebrahimian, LLP

N. Nick Ebrahimian, Joseph Lavi, Jordan D. Bello

DEFENSE - Jackson Lewis LLP

Mia Farber, Chad Bernard

Caponera v Knox & Associates

Case No: 06AS03693

PLAINTIFF - Wynne Law Firm

Edward J. Wynne

DEFENSE - Jackson Lewis LLP

Cary G. Palmer

Casanova v Gregg Industries, Inc

Case No: BC 337037

PLAINTIFF - Appleton, Blady & Magnanimo

Benjamin Blady

DEFENSE - Berry & Perkins

Kevin Lussier

Cash v McCormick

Case No: BC 374352

PLAINTIFF - Kingsley & Kingsley

George Kingsley, Eric Kingsley, Gregory Givens

DEFENSE - Atkinson, Andelson, Loya, Ruud & Romo

Ann K. Smith

Castro v White Cap

Case Number: CGC 05-446144

PLAINTIFF - Vinick Law Firm

Sharon Vinick

Kletter & Peretz

Yosef Peretz

DEFENSE - Orrick, Herrington & Sutcliffe LLP

Joseph C Liburt, Amira Day

Cavanaugh v SCPMG

Case No: BC 354246

PLAINTIFF - Appleton, Blady & Magnanimo, LLP

I. Benjamin Blady

DEFENSE - Seyfarth Shaw

Thomas R. Kaufman

Centurioni v City and County of San Francisco

Case No: C0701016JSW

PLAINTIFF - Vinick Law Offices

Sharon Vinick

Shea Law Offices

Mary J. Shea

Boxer & Gerson LLP

Leslie F. Levy and Darci Burrell

DEFENSE - City Attorney's Office

Dennis J. Herrera, Elizabeth Salveson, Jonathan Rolnick, Rose-

Ellen H. Fairgrieve

Chandler v Mi Piacce

Case No: BC 337780

PLAINTIFF - Hawkins & Sofonio

Greg Mauro

DEFENSE - Sheppard, Mullin, Richter & Hampton

Daniel J. McQueen

Chavez v CEC Entertainment, Inc

Case Number: BEC380996

PLAINTIFF - Lavi & Ebrahimian

Joseph Lavi

DEFENSE - Bander Law Firm

Cathe Caraway-Howard

Chiaramonte v Pitney Bowes

Case No: 06CV1507RNL5

PLAINTIFF - Cohelan & Khoury

Michael Singer, Diana Khoury

DEFENSE - Seyfarth Shaw

Raymond Kepner, Tom Kaufman,

Ayesha Attoh

Clark v Commerce West Insurance

Case No: RG06269869

PLAINTIFF - Duckworth Peters Lebowitz, LLP

Mark Peters

DEFENSE - Sheppard Mullin Richter & Hampton

Jennifer Redmond

Clymer v Candle Acquisition

Case No: BC328765

PLAINTIFF - *Initiative Legal Group, LLP*

Mark Yablonovich, Marc Primo, Payam Shahian

DEFENSE - *Carter Carter Fries & Grunschlag*

Dov M. Grunschlag

Colbert v American Home Craft Inc.

Case No: 05AS05012

PLAINTIFF - *Shimoda Law Group*

Galen T. Shimoda

DEFENSE - *Johanson Berenson LLP*

Douglas Rubel

Cook v TwentyNinthStreetCafe

Case Number: LASC BC384829

PLAINTIFF - *The Law Offices of Stephen Glick*

Stephen Glick; Anthony Jenkins

DEFENSE - *Musick, Peeler & Garrett, LLP*

Elaine M. Vukadinovich

Corado v Goodyear

Case No: RCV 095476

PLAINTIFF - *Spiro Moss Barness, LLP*

Justian Jusuf, Dennis Moss

Law Offices of Sahag Majarian II

Sahag Majarian II

DEFENSE - *Non-Disclosed*

Cota v Las Olas

Case No: 37-2007-00055931-CU-OE-NC

PLAINTIFF - *Hamner Law Offices*

Christopher Hamner, Kimberly Westmoreland

DEFENSE - *Seyfarth Shaw*

Kimberly M. Foster

Crosby v Chevy's, Inc.

Case No: 06AS02420

PLAINTIFF - *Law Offices of Michael Carver*

Michael Carver

DEFENSE - *Morgan, Lewis, Bockius*

Barbara Miller

Cuevas v Vasquez Company

Case No: RIC 497307

PLAINTIFF - *Gould & Associates*

Michael A. Gould

DEFENSE - *Hodel, Briggs, Winter LLP*

Glenn L. Briggs

D'Asero v Home Loan Center

Case No: SACV 08-0384 RSWL (JWJx)

PLAINTIFF - *Mower, Carreon, & Desai, LLP*

Jon R. Mower, James A. Burton

DEFENSE - *Sheppard, Mullin, Richter, & Hampton, LLP*

Greg S. Labate, Matthew M. Sonme

Dao v 3M Company

Case No: CV-08-04554 VBF (AGRx)

PLAINTIFF - *James Hawkins*

Gregory Mauro

DEFENSE - *Shea Stokes Roberts & Wagner*

Maria Roberts

Davenport v Union Bank of CA

Case No: 2:07-CV-00001 FMC

PLAINTIFF - *Keller Grover*

Eric Grover

Thierman Law Firm

Mark R. Thierman

DEFENSE - *Morgan, Lewis, & Bockius*

Rebecca Eisen, John Battenfeld

Davilla v Beckman Coulter

Case Number: 07CC01347

PLAINTIFF - *James Hawkins*

Greg Mauro

DEFENSE - *Sheppard Mullin*

Greg Labate

Davis v Kohls Department Stores, Inc

Case No: BC327426/BC341954

PLAINTIFF - *Righetti Law Firm, PC*

John Glugoski, Matt Righetti

Scott Cole & Associates

Kevin R. Allen, Scott Edward Cole

DEFENSE - *Jackson Lewis, LLP*

Scott Lacunza, Frank Liberatore

Dibel v Jenny Craig

Case No: 06cv2533

PLAINTIFF - *Class Action Litigation Group*

Rene Barge, Katie Odenbreit

DEFENSE - *Jackson DeMarco Tidus Petersen & Peckenpaugh*

Paul Van Hoomissen, Gregory G. Petersen, Joshua Rittenberg

DLSE v CAM Commerce Solutions

Case No: N/A

PLAINTIFF - *DLSE*

David Gurley

DEFENSE - *Proskauer Rose LLP*

Art Silbergeld

DLSE v SierraCascade

Case No: 35-65292/225

PLAINTIFF - *DLSE*

Deborah Graves

DEFENSE - *DLA Piper US LLP*

Amy Beckstead

Ellerd v County Of LA

Case No: CV 05-122/cv 05-4200

PLAINTIFF - *Megan Richmond*

DEFENSE - *Sheppard, Mullin, Richter, & Hampton, LLP*
Geoffrey D. Deboskey

Eng v PQBeverlyHills

Case No: BC391451

PLAINTIFF - *Nunes Law Group*

Glenn Nunes

Hamner Law Offices

Chris Hamner, Kimberly Westmoreland, Marie Bolanos

DEFENSE - *Snell & Wilmer*

Christy Joseph, Tiffanny Brosnan

Faris v Bal Seal

Case Number: 30-2008-00180022

PLAINTIFF - *Spiro, Moss, Barness, LLP*

Dennis Moss

The Law Office of Justian Jusuf

Justian Jusuf

DEFENSE - *Tredway, Lumsdaine & Doyle*

Shannon Marie Jenkins

Farrell v Hamlet Group, Inc.

Case No: BC 378411

PLAINTIFF - *Hamner Law Offices, LLC*

Christopher J. Hamner

DEFENSE - *Garrett & Tully, LLP*

Efren Compean

Flores v CVS

Case No: 2:07-cv-05326-FMC-Ex

PLAINTIFF - *Initiative Legal Group, LLP*

Monica Balderrama, Marc Primo, Linh Hua, Shawn Westrick,

Mark Yablanovich

DEFENSE - *Sheppard, Mullin, Richter & Hampton, LLP*

Jennifer Zargarof & Douglas R Hart

Franco v Ecology Autoparts, Inc

Case No: GIC840600

PLAINTIFF - *Law Offices of Paul D. Jackson*

Paul D. Jackson

Cadena Churchill, LLP

Raul Cadena

DEFENSE - *Lewis Brisbois Bisgaard & Smith LLP*

Paul F. Sorrentino

Frank v eCost

Case No: BC374820

PLAINTIFF - *Westrup Klick, LLP*

Philip Poliner

DEFENSE - *Jones Day*

Steven M. Zadravez

Frost v Freeway Insurance

Case No: GIC874251

PLAINTIFF - *Cohelan & Khoury*

Isam C. Khoury, Michael D. Singer, Diana M. Khoury, Alexander I. Dychter

DEFENSE - *Michelman & Robinson, LLP*

Sanford L. Michelman, Mona Z. Hanna, Todd H. Stitt

Fuller v Kelly Services

Case No: BC296800

PLAINTIFF - *Gould & Associates*

Aarin Zeif, Michael L. Gould

Law Offices of Daniel G. Emilio

Daniel G. Emilio

DEFENSE - *Sheppard, Mullin, Richter & Hampton*

Geoff D. DeBoskey

Galicia v Pfinish Koncepts, Inc

Case Number: BC375293

PLAINTIFF - *Kesluk & Silverstein*

Douglas N Silverstein

DEFENSE - *Carlton DiSante & Freudenberger*

Leigh A White & Dorothy A Black

Galtie v ARSNationalServices

Case No: 37-2007-00056871 CU OE NC

PLAINTIFF - *Initiative Legal Group*

Linh Hua, Scott Leviant, Payam Shanian, Marc Primo

DEFENSE - *Luce Forward Hamilton & Scripps*

Kathryn A. Bernert

Garcia v Kao

Case No: 05CC05679

PLAINTIFF - *Gibson Dunn & Crutcher*

Nicola Hanna, Kevin Roosevelt, Kelly Leggio, Lise Johnson

Public Law Center

Kenneth Babcock, Gary McGaha

DEFENSE - *Law Offices of David S. W. Fang*

David S. W. Fang

Law Offices of David Alan Cooper

David Alan Cooper

Law Offices of Stanley Friedman

Stanley Friedman

Howrey LLP

Russell B. Hill, Jesse D. Mulholland

Pasternak, Pasternak & Patton

David J. Pasternak

Theodora Oringher Miller & Richman

James Godes, Joseph Preis

Geerhart v California Insurance Guarantee Association

Case No: 357078BC

PLAINTIFF - *The Law Offices of Timothy B McCaffrey*

Timothy McCaffrey Jr.

DEFENSE - *Locke, Lord, Bissell & Liddell LLP*

Nina Huerta, Eduardo Martorell, Guerry Collins

Ginsberg v Pinecrest Schools

Case No: BC 316722

PLAINTIFF - Daniels, Fine, Israel, Schonbuch & Lebovits

Scott Brooks, Paul Fine

Law Offices of Stephen Glick

Stephen Glick

DEFENSE - Christensen, Glaser, Fink, Jacobs, Weil & Shapiro, LLP

Mark Lynch

Gonzalez v Home Loan Center

Case No: CV06-5007 RSWL (JWJx)

PLAINTIFF - Initiative Legal Group, LLP

Marc Primo, Joseph Cho, Shawn Westrick

DEFENSE - Sheppard Mullin Richter & Hampton LLP

Greg S. Labate, Matthew M. Sonne

Granados v Dow Key

Case No: 56-2007-00304253-CU-OE-VTA

PLAINTIFF - Gullledge Law Group

Linda J. Gullledge, Kelly Woody Gullledge

DEFENSE - Nordman, Cormany, Hair & Compton LLP

Karen L. Gabler

Guerra v L'Occitane

Case No: BC373587

PLAINTIFF - Initiative Legal

Mark Yablonovich, Marc Primo, Matthew Theriault, Dina Livits

DEFENSE - Jackson Lewis LLP

David Bradshaw

Guerrero v Beacon Bay

Case No: 06CC00111

PLAINTIFF - Law Offices of Jerry D. Underwood

Jerry D. Underwood Esq

Diefer Law Group, P.C.

Marcelo A. Dieguez, Esq

DEFENSE - Carlton DiSante & Freudenberger LLP

Timothy M. Fruedenberger LLP

Hall v Best Buy

Case No: 265-2005-02271

PLAINTIFF - EEOC

DEFENSE - Robins Kaplan Miller & Ciresi LLP

Janet C. Evans, Kelly K. Pierce

Halawanji v Advantage Guard

Case No: 06CC00158

PLAINTIFF - Gould & Associates

Michael Gould, Aarin Zeif

DEFENSE - Atkinson, Andelson, Loya, Ruud & Romo, APC

Susan Steward

Hansen v CeliteCorp

Case Number: 1250371

PLAINTIFF - Gilbert & Sackman, A Law Corporation

Robert A. Cantore, Adrian Barnes

DEFENSE - Sheppard, Mullin, Richter & Hampton, LLP

Jeffrey A. Dinkin, Aaron W. Heisler

Hanzy v Mac Mall

Case No: BC373935

PLAINTIFF - Westrup Klick, LLP

Phillip R. Poliner, Esq.

DEFENSE - Jones Day

Steven M. Zadravec, Esq.

Hashimoto v Abercrombie & Fitch Co.

Case No: BC 354479

PLAINTIFF - Khorrami, Pollard & Abir LLP

Robert (Bob) Drexler Jr

The Quinsberry Law Firm

John N. Quisenberry

DEFENSE - Vorys, Sater, Seymore and Pease, LLP

Mark Knueve

Harris v Kiddie Kandids

Case Number: C08-00852 MEJ

PLAINTIFF - Law Office of Randall Crane

Randall Crane

DEFENSE - Desouza Law Offices

Jacqueline Desouza

Haywood v Tyler Restaurants, Inc.

Case No: 06CC00085

PLAINTIFF - Gerald MacRae

DEFENSE - Stradling, Yocca, Carlson & Rauth

John Cannon, Amy Williams

Hernandez v Angeles ARC

Case No: BC347952

PLAINTIFF - Law Offices of Ellyn Moscovitz

Ellyn Moscovitz, Sharon Seidenstein

DEFENSE - Law Offices of Steven Kramer

Steven Kramar

Hernandez v Brink's, Inc.

Case No: BC360488

PLAINTIFF - The Cooper Law Firm P.C.

Scott Cooper

The Carter Law Firm

Roger L. Carter

Jose Garay A.P.C

Jose R. Garay

DEFENSE - Crowell & Morning LLP

Jeff Pagano, Ira Saxe, Stafford Woodley, Marc Romero, Stephan P. Rice

Herron v Cool Cuts 4 Kids

Case No: BC384527

PLAINTIFF - Gould & Associates

Michael A. Gould

Aarin A. Zeif

DEFENSE - Littler Mendelson

Diane L. Kimberlin

Hill v SullivanAG**Case No: BC378222**PLAINTIFF - *Initiative Legal**Linh Hua, Scott Leviant*DEFENSE - *Chavos and Rao**Laurie Rao***Hyatt v California Sullivan****Case No: INC 068594**PLAINTIFF - *James H. Cordes, Attorney at Law**James H. Cordes*DEFENSE - *Carlton DiSante & Freudenberger, LLP**Leigh Ann White & Timothy Freudenberger***Ingraham v Orchard Supply Hardware****Case No: 457004**PLAINTIFF - *Scott Cole & Associates APC**Scott Edward Cole, Matthew Bainer & Clyde H. Charlton*DEFENSE - *Littler Mendelson PC**Dennis M. Brown, Michelle B. Heverly & Erica H. Kelley***Janicki v Lane Bryant****Case No: BC 374877**PLAINTIFF - *Connor & Sargent PLLC**Stephen P. Connor**Anne-Marie E. Sargent*DEFENSE - *Morgan Lewis & Bockius**John S. Battenfeld, Donna Mo, Albert Huang***Jones v Right Away Redy Mix****Case No:RG 07331067**PLAINTIFF - *Law Offices of Sohnen & Kelly**Harvey Sohnen, Esq., Patricia Kelly, Esq.*Defense - *Wiley, Price, & Radulovich, LLP**Joseph E. Wiley, Esq., Ian O. Fellerman, Esq.***Kaplan v Siemens Maintenance Services****Case No: BC 328900**PLAINTIFF - *Initiative Legal Group, LLP**Joseph Cho, Greg Yu*DEFENSE - *Morrison & Foerster**Samantha Goodman***Keo v North Coast Couriers****Case No: RG 06-0251806**PLAINTIFF - *Hinton, Alfert, and Sumner**Aaron Kaufman**Cohelan & Khoury**Christopher Olsen, Michael D. Singer**Liberation Law Group**Arlo G. Uriarte**Law Offices of Ricardo J. De Rosa**Ricardo J. De Rosa*DEFENSE - *Law Office of Nina Yablok**Nina Yablok**Littler Mendelson**Theodora Lee***Keplinger v California Pizza LLC****Case No: 07CEGC01534**PLAINTIFF - *Law Office of Michael Carver**Michael Carver*DEFENSE - *Fisher & Phillips, LLP**John Lattin***Kinz v SpencerGifts****Case Number: 07AS03539**PLAINTIFF - *Law Offices of Michael Carver**Michael Carver, Michelle Lunde*DEFENSE - *Orrick, Herrington & Sutcliffe LLP**Allison Pitigoi, Julie Totten***Klostermann v OCE Business Services****Case No: BC311001**PLAINTIFF - *Graves & Associates**Allen Graves*DEFENSE - *Jackson Lewis, LLP**Mia Farber, Dean Rocco***Koehler/Aho v BankoftheWest****Case Number: CGC-060 458611**PLAINTIFF - *Initiative Legal Group, LLP**Gregory Yu*DEFENSE - *Orrick, Herrington & Sutcliffe, LLP**Andrew Livingston***Koehler v Honeywell****Case No: RG 05213466**PLAINTIFF - *McCurdy & Ku**Gregg L. McCurdy, Gaetano M. Fong*DEFENSE - *Paul Hastings, Janofsky & Walker**M. Kirby C. Wilcox, Saidah M. Grayson***Krzesniak v Budget Rent A Car****Case No: C 05-5156 MEJ**PLAINTIFF - *Rukin Hyland Doria & Tindall LLP**Steven M. Tindall, Peter Rukin*DEFENSE - *Littler Mendelson**Jody A. Landry**Arena Hoffman LLP**Michael Hoffman***Kunz v Sunset Crescent****Case No: BC382004**PLAINTIFF - *Jennifer Kramer Legal**Jennifer Kramer*DEFENSE - *Proskauer Rose LLP**Robert H. Horn, Anthony J. Oncidi***Lakso v UHS of Delaware, Inc.****Case No: BC 342312**PLAINTIFF - *Law Office of Joseph Antonelli**Joseph Antonelli, Janelle Carney*DEFENSE - *Cotkin, Collins & Ginsburg**William Naeve, Ellen Tipping, Robert Wilson*

Lanzarone v WSA Security, Inc.**Case No:** BC345891PLAINTIFF - *Law Offices of Herbert Hafif**Gregg Hafif, Miguel Caballero, Farris Ain*DEFENSE - *Loeb & Loeb**Mark Campbell, Allan Edmiston, Erin Smith***LaPlante v Pomeroy Investments****Case Number:** BC 379692PLAINTIFF - *Hamner Law Offices**Christopher Hamner*DEFENSE - *Levinson Arshonsky & Kurtz**James Cooper***Lauzon v Club Monaco****Case No:** CGC-06-449963PLAINTIFF - *Keller Grover, LLP**Eric A. Grover Esq., Jade Butman Esq.*DEFENSE - *Little Mendelson**Margaret Hart Edwards, Phillip L. Ross***Little v Brinker****Case No:** 02 CC-003965PLAINTIFF - *Korien Tillery, LLC**Steven Katz, Christopher A. Hoffman*DEFENSE - *McMahon Berger, PC**Robert Younger, McMahon Berger***Lopez v Little Caesars****Case Number:** BC383640PLAINTIFF - *Law Offices of Stephen Glick**Stephen Glick; Anthony Jenkins*DEFENSE - *Winston & Strawn LLP**Benjamin M. Gipson/Maria Rodriguez***Lopez v Louis Vuitton****Case No:** BC361116PLAINTIFF - *Gould & Associates**Michael Gould, Aarin Zeif*DEFENSE - *Winston & Strawn LLP**Lee Paterson, Jessie Kohler, Emilie Woodhead***Mabry v Pete's Connection****Case No:** 04CC00509PLAINTIFF - *Cohelan & Khoury**Tim Cohelan, Michael Singer, Sam Khoury, Diana Khoury**Nicole Durant, Esq Attorney at Law*DEFENSE - *Phillip Silverman, Esq. Attorney at Law***Mahoney v AT&T****Case No:** BC385361PLAINTIFF - *Goldstien Demchack Baller Borgen & Dardarian**Morris J. Baller, Joseph E. Jaramillo*DEFENSE - *Pillsbury, Winthrop, Shaw, Pittman LLP**Paula M. Weber, Lara-Beye Molina***Mares v BFS****Case No:** BC375967PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Matthew Theriault, Orlando Arellano*DEFENSE - *Rutan & Tucker, LLP**Ernest W Klatte, III, Summer Young-Agriesti***Marino v PinkTaco****Case Number:** BC384498PLAINTIFF - *Hamner Law Offices, APC**Christopher J Hamner*DEFENSE - *Proskauer Rose LLP**Robert H Horn***Martin v Home Savings Termite Control****Case No:** BC372068PLAINTIFF - *Jennifer Kramer Legal**Jennifer Kramer*DEFENSE - *Freedman & Taitelman**David Marmorstein***Martinez v Bank of the West****Case No:** CGC-06-454959PLAINTIFF - *Rukin Hyland Doria & Tindall, LLP**Peter Rukin & John F. Hyland**Law Offices of Greg Mayeda**Greg Mayeda*DEFENSE - *Orrick Herrington & Sutcliffe, LLP**Andrew Livingston, Kristen M. Jacoby & Patricia Gillette***Massie v Wild Oats****Case No:** BC369633PLAINTIFF - *Law Offices of Stephen Glick**Stephen Glick, Esq.**Daniels, Fine, Israel, Shonbuch & Lebovits LLP**Paul Fine, Scott Brooks, Craig Momita**Law Offices of Ian Herzog**Ian Herzog*DEFENSE - *Jackson Lewis LLP**Frank M. Liberatore, Esq. Debbie Ibrahim, Esq. & Aryn J. Sobo, Esq.***Mathistad v Einstein Noah Restaurant****Case No:** 37-2007-74998-CU-IE-CTLPLAINTIFF - *Righetti Law Firm, P.C.**Matthew Righetti, Esq, John Glugoski, Esq**Lorens & Associates, APLC**Tracee Lorens**Cadena Churchill, LLP**Raul Cadena*DEFENSE - *Holme Roberts & Owens, LLP**Donald L. Samuels, Elizabeth H. Murphy, David Ball*

McCall Selbst v Labor Ready**Case No:** BC289925PLAINTIFF - *The Quisenberry Law Firm**John Quisenberry, Robert J. Drexler*DEFENSE - *Perkins Coie, LLP**David Ongaro***McCarty v CJK Associates****Case No:** FCS028379PLAINTIFF - *Law Offices of Michael L. Carver**Michael Carver*DEFENSE - *Jackson Lewis**David S. Bradshaw, Cary Palmer***McLaughlin v Waste Management****Case No:** 06C 0100PLAINTIFF - *Appleton, Blady & Magnanimo**Benjamin Blady*DEFENSE - *McNamara, Spira & Smith**Kirsten Hicks Spira***Merino v Nations Pizza Products****Case No:** 1:07-CV-632PLAINTIFF - *Werman Law Office, P.C.**Douglas M. Werman*Defense - *Jones Day**Michael J. Gray, Michael S. Ferrell**Paul Hastings, Janofsky & Walker**Steven T. Catlett*

NATION PIZZA'S COUNSEL

*Earl Farkas***Mickelson v LaBou(WOGT)****Case Number:** 07AS02431PLAINTIFF - *Law Offices of Michael L. Carver**Michael L. Carver*DEFENSE - *Knox, Lemmon, Anapolsky & Schrimp, LLP**Angela Schrimp de la Vergne***Mobley v Globeground North America, LLC****Case No:** BC 356051PLAINTIFF - *Initiative Legal Group**Matthew T. Theriault*DEFENSE - *Morgan, Lewis & Bockius LLP**Jill Ann Porcaro***Molinar v Golden West Restaurants, Inc****Case No:** BC350154PLAINTIFF - *Law Offices of Michael Carver**Michael Carver*DEFENSE - *Sheppard, Mullin, Richter & Hampton**Charles Barker, Geoffrey Deboskey***Moore v Check Cashing Place****Case No:** GIC 879665PLAINTIFF - *Hiden Rott & Oertle, LLP**Michael Ian Rott, Eric M. Overholt*DEFENSE - *Littler Mendelson**Stacey E. James, Laura Strauss***Moore v Genesco****Case No:** RG06270570PLAINTIFF - *Keller Grover, LLP**Eric Grover, Jade Butman**Thierman Law Firm**Mark Thierman**Law Office of Steven L. Miller**Scott A. Miller, Steven L. Miller*DEFENSE - *Morgan Lewis & Bockius, LLP**Eric Meckley***Mondragon v BTR, Inc****Case No:** BC 379380PLAINTIFF - *Hamner Law Offices, LLC**Christopher J. Hamner**Kimberly Westmoreland*DEFENSE - *Van Vleck Turner & Zaller, LLP**Brian Van Vleck**Anthony Zaller***Morgan v The Avenue****Case No:** BC362191PLAINTIFF - *Initiative Legal Group**Mark Yablonovich, Marc Primo, Matthew T. Theriault, Lory N.**Ishii*DEFENSE - *Sheppard, Mullin, Richter & Hampton**Charles F. Barker, Ross A. Boughton***Morris v Lebhar Friedman****Case No:** 2:08-cv-07457-ODW-FMOPLAINTIFF - *Appleton, Magnanimo & Dean**Lauren Dean, Frank Magnanimo*DEFENSE - *Paul, Hastings, Janofsky & Walker**Ryan Derry, Elena Baca***Muniz v Pilot Travel Centers****Case No:** 07-CV-003250-FCD-EFBPLAINTIFF - *Law Offices of Michael Carver**Michael Carver*DEFENSE - *Littler Mendelson, PC**Jody Landry***Nelson v Pitney Bowes****Case No:** 06 05954 JSWPLAINTIFF - *Wynne Law Firm**Edward Wynne*DEFENSE - *Littler Mendelson, PC**Annamary E. Gannon***Nerland v Caribou Coffee****Case No:** 05-1847 PJS/JJGPLAINTIFF - *Lockridge Grindal Nauen**Charles N. Nauen**Cuneo Gilbert & LaDuca**Jon Tostrud*DEFENSE - *Fredrickson & Byron**Joseph M. Sokolowski*

Nevins v UHS of Delaware, Inc.**Case No: BC322077**

PLAINTIFF - *Initiative Legal Group, LLP*
Marc Primo, Shawn Westrick, Robert Byrnes
DEFENSE - *Cotkin, Collins & Ginsburg*
William Naeve, Ellen Tipping, Robert Wilson

Nguyen v BDO**Case No: SACV07-1352 JVS MJGx**

PLAINTIFF - *Kershaw, Cutter & Ratinoff, LLP*
Stuart Talley
DEFENSE - *Morgan, Lewis & Bockius, LLP*
Carrie Gonell

Njoku v Ecko**Case No: CGC 07-469480**

PLAINTIFF - *Keller Grover LLP*
Eric A. Grover
DEFENSE - *Proskauer Rose LLP*
Enzo Der Boghossian, Harold M Brody

Noble v Sony**Case Number: BC372645**

PLAINTIFF - *Trush Law Office*
James M. Trush, Esq.
Tharpe & Howell
Robert M. Freedman, Esq., David S. Binder, Esq.
DEFENSE - *Mitchell Silberberg & Knupp LLP*
Jeffrey L. Richardson

Novel v World Cafe Restaurant**Case Number: BC382068**

PLAINTIFF - *Hamner Law Offices, LLC*
Christopher J. Hamner
DEFENSE - *Lewis Brisbois Bisgaard & Smith, LLP*
Steven G. Gatley, Lisa A. Gregorius

Omaley v IntelCorp**Case No: 108CV126813**

PLAINTIFF - *Hinton, Alfert & Sumner*
Aaron Kaufman
Rudy, Exelrod, Zieff & Lowe
Steve Zieff, Pat Goldman
Bruckner Burch
Richard Burch
DEFENSE - *Gilmore Diekmann Jr*
Gilmore Diekmann

Ordaz v Rose Hills Mortuary**Case No: BC 386500**

PLAINTIFF - *Initiative Legal Group*
Marc Primo, Matthew Theriault, Dina Livhits
DEFENSE - *Gurnee and Daniels LLP*
Stephen Gurnee, Nicholas Forestiere, David Daniels, John Mason

Ortega v Leslie Farms**Case No: GIN-031-417**

PLAINTIFF - *California Rural Legal Assistance Foundation*
Dorothy A. Johnson
DEFENSE - *Testa & Associates, LLP*
Gregory J. Testa, Esq

Osorio v Land Forms Landscape**Case No: 07 CC 05683**

PLAINTIFF - *Martinez & Associates*
Jose Antonio Martinez
DEFENSE - *Crowell & Morning, LLP*
Mark Romeo

Padilla v Two Lips**Case No: BC344476**

PLAINTIFF - *Keller Grover, LLP*
Jade Butman, Eric Grover
DEFENSE - *Anderson McPharlin & Conners, LLP*
Glen Mortens, Stephen Harris

Palacio v International Extrusion**Case No: BC 376966**

PLAINTIFF - *Myers & Siegel, PC*
Michael Myers, Alan Sigel
Law Office of Matthew Taylor
Matthew Taylor
DEFENSE - *Littler Mendelson, PC*
Robert Blumberg

Palmer v Kohls Corporation**Case No: 37-2007-00076060-CU-MC-CTL**

PLAINTIFF - *Bonnett, Fairbourn, Friedman & Balint, PC*
Todd D. Carpenter
DEFENSE - *Call, Jensen & Ferrell*
Matthew R. Orr

Palos v International Protection Service, Inc.**Case No: BC323209**

PLAINTIFF - *Initiative Legal Group, LLP*
Marc Primo, Greg Yu, Joseph Cho, Susan Cregg
DEFENSE - *Sedgwick, Detert, Moran & Arnold LLP*
David M. Humiston, Leonora M. Schloss, Alexander Gareeb,
Aaron Colby

Pang v PitneyBowes**Case No: 1:07-cv-08557-RJH**

PLAINTIFF - *Lipman & Plesur LLP*
Robert Lipman, David Robins
DEFENSE - *Seyfarth Shaw LLP*
Lorie Almon, Peter Walker, Chris Lowe

Pelton v GTC

Case No: GIC863070

PLAINTIFF - Frantz Law Group APLC

James Frantz, Giles Townsend

Keegan, Macaluso & Baker, LLP

Patrick Keegan, Brent Jex

Law offices of Jodi Frantz

Jodi Frantz

DEFENSE - *Drinker Biddle & Reath LLP*

William Hanssen, Donald Beshada, Suzanne Stouder

The People of California v Zuma

Case No: BC349390

PLAINTIFF - L.A. City Attorney's Office

James Colbert, Steven Gold

DEFENSE - *Hill, Farrer & Burrill LLP*

Scott Gilmore, Esq.

Peralta v Olympic Garden

Case No: BC 358374

PLAINTIFF - *Kesluk & Silverstein*

Douglas Silverstein, Michael G. Jacob

DEFENSE - *Rees Law Firm*

Robert Rees

Perezchica v Eastco Int'l Corp.

Case No: 07 CH 04726

PLAINTIFF - *Werman Law Office, P.C.*

Douglas M. Werman

DEFENSE - *Burke & White*

Edmund Burke

Pietrzak v Joes Crab Shack

Case No: GIC 863846

PLAINTIFF - *Cohelan & Khoury*

Alex Dychter, Michael Singer

DEFENSE - *Sheppard, Mullin, Richter & Hampton*

Heather Clark, Ryan McCortney

Radinski v Apex Digital

Case No: 07 C 0571

PLAINTIFF - *Penny, Nathan, Kahan & Associates*

Ruth Irene Major

DEFENSE - *Little Mendelson*

Lisa Schreter

Ramirez v eWork

Case No: 06-cv-00686-WDM-BNB

PLAINTIFF - *Cafferty Faucher LLP*

Anthony Fata

DEFENSE - *Jacobs Chase*

Ann Frick

Rava v Athletics Investment Group

Case Number: RG 06268693

PLAINTIFF - *The Cartwright Law Group, APLC*

Gregory Cartwright

DEFENSE - *Jackson Lewis*

Cary Palmer

Buchalter Nemer

George J. Stephan

Rava v Club Med Sales

Case No: 03CC09858

PLAINTIFF - *Fuller Jenkins*

Erik C. Jenkins

Flynn & Stillman

Philip Stillman

The Grant Law Firm

Joseph M. Grant

DEFENSE - *McKay, Graham & de Lorimier*

Michael Acain

Razo v C&D Zodiac

Case No: 07CC01373

PLAINTIFF - *Spiro Moss LLP*

Dennis Moss, Gregory Karasik

DEFENSE - *Sheppard, Mullin, Richter & Hampton LLP*

Greg Labate, Ruben Escalante

Recio v Labor Ready

Case No: BC289925

PLAINTIFF - *The Cullen Law Firm, APC*

Paul T. Cullen

DEFENSE - *Perkins Coie, LLP*

David Ongaro

Renteria v Pacer Cartage, Inc.

Case No: BC 292970

PLAINTIFF - *Daniels, Fine, Israel, Shonbuch & Lebovits*

Paul Fine, Scott Brooks

Law Offices of Stephen Glick

Stephen Glick

DEFENSE - *Morgan, Lewis & Bockius*

Larry Lawrence, Clifford Sethness

Ridley v Friar Tux

Case No: BC368902

PLAINTIFF - *Law Offices of John F. Stewart*

John F. Stewart

DEFENSE - *Goldstein Law Firm*

Charles Goldstein

Seyfarth Shaw LLP

Kenneth Sulzer

Ronn v Well Point Anthem BlueCross

Case No: 56-2008-00328601-CU-OE-VTA

PLAINTIFF - *Initiative Legal Group*

Marc Primo

DEFENSE - *Seyfarth Shaw LLP*

Eileen Zorc

Rubio v New Century Mortgage

Case No: SACV06-811CJC(AJWx)

PLAINTIFF - *Trush Law Office*

James M. Trush

DEFENSE - *Sheppard Mullin Richter & Hampton, LLP*

Greg S. Labate

Sahab v Posadas

Case No: BC 324 331

PLAINTIFF - *The Pearl Law Firm*

Steven G. Pearl

Law Office of Robert E. Racine

Robert E. Racine

DEFENSE - *Law Offices of Stanley R. Raskin*

Stanley R. Raskin

Barnes Crosby Fitzgerald & Zeman LLP

William M. Crosby

Saidel v CBS Radio, Inc.

Case No: CV07-02948

PLAINTIFF - *Hinton, Alfert & Sumner*

Aaron Kaufmann

David P. Pogrel

DEFENSE - *Morgan, Lewis & Bockius*

Rebecca Eisen

Theresa Mak

Salvador v PLS Checking

Case Number: CV 08-00882

PLAINTIFF - *Hamner Law Offices, APC*

Christopher J Hamner

DEFENSE - *Proskauer Rose LLP*

Robert H Horn

Sanchez v Harry Singh & Sons Farming

Case No: GIC872854

PLAINTIFF - *Lorens & Associates, APLC*

Tracee Lorens

Cadena Churchill LLP

Raul Cadena

DEFENSE - *DLA Piper*

Rick Storms, Amy Beckstead

Sandford v Time Warner Cable

Case No: BC 356014

PLAINTIFF - *Kingsley & Kingsley APC*

Kevin M. Zietz

DEFENSE - *Morgan, Lewis & Bockius LLP*

Carla J. Feldman, Jason S. Mills

Scott/Smith v BearCom

Case No: 37-2007-00068223-CU-OE-CTL

PLAINTIFF - *Cohelan & Khoury*

Timothy D. Cohelan, Isam C. Khoury, Michael D. Singer,

Diana M. Khoury

DEFENSE - *DLA Piper LLP (US)*

Merrill F. Storms, Jr., Tonya M. Cross

SLC v Pacific States Industries

Case No: 237576

PLAINTIFF - *Little Mendelson*

Christopher Cobey

DEFENSE - *Pacific States Industries*

David Balter

Small v Brinderson

Case No: 04CC00717

PLAINTIFF - *Law Offices of Ellyn Moscowitz*

Ellyn Moscowitz

DEFENSE - *Atkinson, Andelson, Loya, Ruud & Romo*

Christopher Andre

Smith v Claires Boutiques, Inc.

Case No: BC378435

PLAINTIFF - *Law Offices of Kenneth H. Yoon*

Kenneth H. Yoon

DEFENSE - *Morgan, Lewis & Bockius LLP*

John D. Hayashi

Smith v GuardSystems

Case No: BC384306

PLAINTIFF - *Law Offices of Kevin T Barnes*

Joseph Antonelli, Janelle Carney, Kevin Barnes, Gregg Lander

DEFENSE - *Musick Peeler & Garrett*

Elaine Vukadinovich

Smith v ShieldSecurity

Case No: BC385635

PLAINTIFF - *Kokozian & Nourmand LLP*

Michael Nourmand

The Feldman Law Firm

Lee Feldman

Class Action Litigation Group

Rene Barge & Katie Odenbriet

DEFENSE - *Bradley & Gmelich*

Jaimee Wellerstein, Barry Bradley, Gary Bradley

Smith v The Children's Place

Case No: BC328780

PLAINTIFF - *Initiative Legal Group LLP*

Marc Primo, Mark Yablonovich, Robert E. Byrnes

DEFENSE - *Sheppard Mullin Richter & Hampton*

Richard Simmons, Derek Havel

Solis v HiTech Collison

Case No: BC336338

PLAINTIFF - *Horton & Debolt*

Laura Horton

Kesluk & Silverstein

Douglas Silverstein, Alexandra Steinberg

DEFENSE - *Fine, Boggs & Perkins*

Cory King

Sprinklerfitters Local 669 v West Coast Fire Protection Services

Case No: 06AS04594

PLAINTIFF - *Law Offices of Ellyn Moscovitz*
Ellyn Moscovitz, Sharon Seidenstein
DEFENSE - *Rediger, McHugh & Hubbert LLP*
Robert Rediger

Stewart v Reebok

Case No: BC 317955

PLAINTIFF - *Westrup Klick, LLP*
Phillip Poliner
The Law Offices of Allan A. Sigel
DEFENSE - *Cathcart Collins, LLP*
Patrick Cathcart

Thompson v Culver Personnel

Case No: GIC 870940

PLAINTIFF - *The Law Offices of Michael Carver*
Michael Carver
DEFENSE - *Stradling Yocca Carlson & Rauth*
Bruce May

**Tapia v Mangen Group
(BurgerKing)**

Case Number: BC377114

PLAINTIFF - *Aidikoff, Uhl & Bakhtiari*
Philip Aidikoff, Robert Uhl, Ryan Bakhtiari
Law Offices of David G. Spivak
David Spivak
Law Offices of David Harrison
David Harrison
DEFENSE - *Lewitt, Hackman, Shapiro, Marshall & Harlan*
Sue Bendavid, Paul Bauducco

Throne v Citicorp Investment Services

Case No: CV 07-113-ABC(RZx)

PLAINTIFF - *Initiative Legal Group LLP*
Mark Yablonovich, Marc Primo, Shawn Westrick
DEFENSE - *Gould & Associates*
Michael A. Gould, Aarin A. Zeif

Tilden v Mastro's Ocean Club

Case No: 06 CC 00135

PLAINTIFF - *Gould & Associates*
Michael Gould, Aarin Zeif
DEFENSE - *Ogletree Deakins*
Beth Gunn

Tobin v The Rack, LLC

Case No: BC 366512

PLAINTIFF - *Law Offices of Peter M. Hart*
Peter M. Hart
Diversity Law Group
Larry W. Lee
DEFENSE - *Knee Ross & Silverman*
Lora Silverman

Tu v Rusco

Case No: BC 367842

PLAINTIFF - *The Cullen Law Firm APC*
Paul T. Cullen
The Ryan Law Firm PLC
Kelly F. Ryan
DEFENSE - *Best, Best & Krieger LLP*
G. Ross Trindle

Ubalde v Prudential

Case No: BC245149

PLAINTIFF - *Spiro Moss Barness LLP*
Ira Spiro, Justian Jusuf, Dennis Moss
DEFENSE - *Thelen Reid Brown Raysman & Steiner, LLP*
Thomas Hill

Valdivia v 3049 8th St

Case No: BC 361404

PLAINTIFF - *Peter L. Weinberger and Associates, P.C.*
Peter Weinberger
DEFENSE - *Lewis Brisbois Bisgaard & Smith LLP*
Patrick Stark

Walker v Bankers Life

Case No: 06-cv-06906

PLAINTIFF - *The Quisenberry Law Firm*
Robert Drexler
Werman Law Office
Douglas Werman
DEFENSE - *Littler Mendelson*
John A. Ybarra, Shanthi V. Gaur, Stephanie Seay Kelly, Tony R. Skogen

Weber v Einstein Noah Restaurant

Case No: 37-2008-00077680-CO-OE-CTL

PLAINTIFF - *Lorens & Associates, APLC*
L. Tracee Lorens
Cadena Churchill, LLP
Raul Cadena
DEFENSE - *Holme Roberts & Owens, LLP*
Donald L. Samuels, Elizabeth H. Murphy, David Ball

Weizman v Principe

Case No: BC 379691

PLAINTIFF - *Hamner Law Offices*
Christopher J. Hamner, Kimberly A. Westmoreland
DEFENSE - *Jones, Bell, Abbott, Fleming & Fitzgerald, LLP*
Kevin K. Fitzgerald

Wells v Kelly & Assoc., Inc.

Case No: GIC862431

PLAINTIFF - *Lorens & Associates APLC*
Tracee Lorens
(CONTINUED FROM BELOW LEFT)
DEFENSE - *Barker, Olmsted & Barnier*
Christopher Olmsted

Whitaker v Cardinal Health

Case No: 37-2007-00078492-CU-OE-CTL

PLAINTIFF - *Lorens & Associates, APLC*

L. Tracee Lorens

DEFENSE - *Wilson Petty Kosmo & Turner, LLP*

Robin A. Wofford, Lois Kosch

Whitmill v PC Mall

Case No: BC 373935

PLAINTIFF - *Westrup Klick, LLP*

Phillip R. Poliner, Esq.

DEFENSE - *Jones Day*

Steven M. Zadavecch, Esq.

Wilfred v Lube Pit Stop

Case No: BC 377538

PLAINTIFF - *Law Offices of Eli M. Kantor*

Eli M. Kantor

DEFENSE - *Margolis & Tisman*

Naki Irvin

Winzelberg v Liberty Mutual

Case No: CV 07-460

PLAINTIFF - *Initiative Legal Group LLP*

Monica Balderrama, Orlando Arellano

DEFENSE - *Sheppard, Mullin, Richter & Hampton LLP*

Geoffrey DeBoskey

Williams v AVTA Busdrivers

Case No: CV 08-02582 GW (AVRx)

CV 08-4282 GW (AGRx)

PLAINTIFF - *Initiative Legal Group LLP*

Matthew T. Theriault, Dina Livhits

DEFENSE - *Gleason & Favrote, LLP*

Paul M. Gleason, Torey J. Favarote

Williams v John Wheeler

Case No: 59035

PLAINTIFF - *Law Offices of Michael Carver*

Michael L. Carver

DEFENSE - *The Ison Law Group*

Elizabeth Ison

Wise v Factors

Case No: BC373911

PLAINTIFF - *Jennifer Kramer Legal, APC*

Jennifer Kramer, Judith Wiederhorn

DEFENSE - *Silver & Freedman, APLC*

Andrew Kaplan

Wu v SR Investment Group, Inc.

Case No: BC356245

PLAINTIFF - *Bander Law Firm LLP*

Joel R. Bander, Cathe L. Caraway-Howard

DEFENSE - *Fullbright & Jaworski LLP*

Jay J. Lee,

EXHIBIT D



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #: 14497 Prepared By: Michael Sutherland
Estimate Date: 2/24/2022 Direct Dial #: 321-223-5067
Email: msutherland@simpluris.com

Attorney/Client: Amelia Booth <amelia@gaineslawfirm.com>
Firm: Gaines & Gaines
Email: Amelia.Booth <amelia@gaineslawfirm.com>

Attorney/Client:
Firm:
Email:

Case Name: Jones, et al. v. Peace Over Violence: Distribution

Anticipated Total Cost \$3,155
Capped Fee* \$3,000

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	72	Undeliverable Rate:	10%
Response Rate:	N/A	Call Rate:	N/A
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	N/A	Redistribution:	No
Unclaimed Funds:	State	State(s):	One
		Tax Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup, Online posting	\$125.00	2	\$250.00
Database Manager - Initial Data Analysis	\$140.00	2	\$280.00
Total			\$530.00

Distribution

Setup a Disbursement Account			
Print & Mail Checks with 4 pg Letter to Class Members: W2's & 1099's			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Mailing Supervisor	\$50.00	1	\$50.00
NCOA Prior to Mailing	\$50.00	1	\$50.00
Print & Mail-Check, 1099/W-2/ 1/2 pag notice.	\$2.00	72	\$144.00
Postage	\$0.58	72	\$41.76
Process Returned Checks	\$0.50	14	\$7.20
Skip Trace Search Undeliverable Checks	\$3.00	14	\$43.20
Remail Checks (Includes Postage)	\$3.00	14	\$43.20
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting / Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee-Two Years	\$750.00	1	\$750.00
Reissue Checks / Mailing	\$3.00	1	\$4.32
Postage	\$0.58	1	\$0.84
Escheat management- State	\$50.00	1	\$50.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$2,324.52



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Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage

Total Case Costs \$3,154.52



Class Action Settlement Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12- Jurisdiction, 14 - Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning