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May 26, 2021

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

BY U.S. MAIL

Film Independent, Inc.
c/o Janet Grumer, Esq.
Evelyn Wang, Esq.
Vandana Kapur, Esq.
Davis Wright Tremaine LLP
865 South Figueroa Street, 24th Floor
Los Angeles, California 90017-2566

Re: *Laurie Woods & Jordon Sorenson v. Film Independent, Inc.*
Los Angeles Superior Court Case No. BC695391
LWDA Case No. LWDA-CM-833214-21

To Whom It May Concern:

This letter is sent to provide notice that Laurie Woods (“Woods”) and Jordon Sorenson (“Sorenson”) (Woods and Sorenson, collectively hereinafter, “Plaintiffs”), on behalf of themselves and on behalf of all similarly situated current and former employees in California (the “aggrieved employees”) who were employed by Film Independent, Inc. (“Defendant”) (Plaintiffs and Defendant, collectively, the “Parties”), have entered into a settlement agreement (“Settlement”) in the above-entitled matter for both wage and hour claims under the California Labor Code, including civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) stemming therefrom. A true and correct copy of the fully executed Settlement is concurrently submitted herewith.

The Settlement was reached as a result of arm’s-length negotiations through a well-respected and experienced neutral mediator, Jeffrey Krivis, Esq. At this time, the Parties are seeking preliminary approval of the Settlement in the Los Angeles Superior Court, Case No. BC695391, where a cause of action for civil penalties under PAGA was pled based upon the notice that Plaintiffs have submitted as of May 25, 2021. The Parties mutually agreed to the Settlement

under the impression that Woods had submitted a notice to the LWDA prior to filing the First Amended Complaint ("FAC") in which the PAGA claim was first pled. Woods also filed a Second Amended Complaint ("SAC") further adding Sorenson as a named plaintiff. True and correct copies of both the FAC and SAC will be submitted to the LWDA with the Settlement. At no time was the sufficiency of the PAGA cause of action contested or challenged by Defendant.

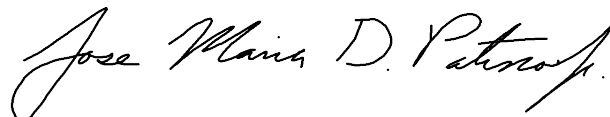
However, only recently while the process of seeking preliminary approval of the Settlement, Plaintiffs discovered that, due to an unknown error at some time around the inception of the civil action in mid-2018, no notice of the PAGA claims had been submitted to the LWDA, but the matter was treated as if it had. This fact continued to remain unknown to each side throughout the course of litigation and during mediation and settlement negotiations up until this point in time. That is to say, both Plaintiffs and Defendant have been engaged in the matter under the good faith assumptions that: (1) a notice was submitted to the LWDA prior to filing the civil action; and (2) the FAC was timely filed after what would have been the required PAGA notice period after a notice of claims submission to the LWDA. The fact that neither the FAC nor the SAC were ever contested by Defendant with respect to the PAGA claim speaks to this belief.

CONCLUSION

Given that the Parties have negotiated the Settlement via arm's-length negotiations in good faith, the Parties do not desire to disturb the negotiated terms of the Settlement, including the provisions pertaining to the PAGA claims. Accordingly, Plaintiffs have provided the LWDA with the notice of Plaintiffs' claims for civil penalties that should have been submitted originally. Plaintiffs will duly follow the process for exhaustion of their administrative remedies and allow 65 days for the LWDA to consider the May 25, 2021 notice letter and the proposed Settlement. Plaintiffs will also seek leave from the Los Angeles Superior Court to conditionally grant preliminary approval of the Settlement at this time, with the approval of the PAGA-related portions of the Settlement being subject to the condition that the 65-day notice period must elapse, after which the LWDA will be deemed to have approved of the Settlement if nothing is sent by the LWDA on this matter during that period.

Very truly yours,

SETAREH LAW GROUP

A handwritten signature in black ink, reading "Jose Maria D. Patino Jr." with a stylized flourish at the end.

Jose Maria D. Patino. Jr., Esq.