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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELIA PAREDES ACOSTA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

SMG/LONG BEACH CONVENTION AND
ENTERTAINMENT CENTER, a business
entity form unknown; ASM GLOBAL
FRESNO, LLC, a Delaware limited liability
company; and DOES 1 through 100,

Defendants.

CASE NO. 21STCV27103

*[Assigned for all purposes to the Hon. Stuart
M. Rice]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 23, 2025
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: July 23, 2021
Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Elia Paredes Acosta (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- 1 • *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino
2 County Superior Court, Honorable David Cohn, presiding (approving an hourly rate
3 of \$425 for work performed in 2019 and 2020);
- 4 • *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino
5 County Superior Court, Honorable David Cohn, presiding (approving an hourly rate
6 of \$425 for work performed from 2019-2021);
- 7 • *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior
8 Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work
9 performed from 2019-2021);
- 10 • *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-
11 CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
12 presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- 13 • *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange
14 County Superior Court, Honorable Randall J. Sherman, presiding (approving an
15 hourly rate of \$475 for work performed from 2020-2022);
- 16 • *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior
17 Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for
18 work performed from 2019-2022);
- 19 • *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior
20 Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work
21 performed in 2021 and 2022);
- 22 • *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County
23 Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575
24 for work performed from 2019-2023); and
- 25 • *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County
26 Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of
27 \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. As counsel for Plaintiff, I have been actively involved in all aspects of this
2 litigation since its inception. I played an integral part in the negotiation and resolution of the
3 claims at issue in this lawsuit. This Settlement is a reasonable compromise of said claims and now
4 apply for approval of the Settlement with this Court. The Class Action and PAGA Settlement
5 Agreement and Class Notice (“Settlement Agreement”) and Court Approved Notice of Class
6 Action and PAGA Settlement and Hearing Date for Final Court Approval (“Notice Packet”) is
7 attached as hereto as **Exhibit A**. Plaintiff’s LWDA letter dated July 23, 2021 is attached hereto
8 as **Exhibit B**. Plaintiff’s notice to the LWDA of the Settlement along with the approval
9 paperwork. is attached hereto as **Exhibit C**.

10 10. Defendant SMG (“Defendant”) operates a 400,000 square foot meeting and exhibit
11 space for special events, converts, conventions, and trade shows in Long Beach, California
12 (known as the “Long Beach Convention Center”). The Long Beach Convention Center hosts
13 numerous large-scale entertainment events, conventions, and conferences, including Comic-Con
14 and Disney on Ice. Plaintiff was employed by Defendant as a non-exempt employee in California
15 during the Class Period. Like all Settlement Class members, Plaintiff was subject to Defendant’s
16 allegedly unlawful wage and hour policies and practices.

17 11. On July 23, 2021, Plaintiff filed the initial complaint, alleging Defendant failed to:
18 (i) pay all overtime wages owed; (ii) pay all minimum wages owed; and (iii) comply with
19 California’s Unfair Competition laws. On March 30, 2022, Plaintiff filed the First Amended
20 Complaint, adding a cause of action for civil penalties under the PAGA, Labor Code § 2698, *et*
21 *seq.*, based on the same underlying Labor Code violations alleged in the complaint. On July 25,
22 2024, Plaintiff filed the operative Second Amended Complaint, including a fifth cause of action
23 for waiting time penalties, Labor Code §§ 201-203.

24 12. Prior to mediation and class certification, the Parties completed a significant
25 amount of formal written discovery and a *Belaire-West* notice mailing. Defendant deposed
26 Plaintiff and Plaintiff’s counsel deposed three separate PMQ witnesses. Shortly thereafter, the
27 Parties agreed to attend private mediation with the Hon. Glenda Sanders (Ret.). To ensure a
28 productive mediation, Defendant produced an approximate 18% sampling of putative class

1 timekeeping and payroll records, policy documents, employee handbooks, and classwide data
2 points. Plaintiff retained a data expert to analyze the production and create a class-wide exposure
3 model for the claims at issue. The Parties attended mediation on June 27, 2024, and were
4 ultimately able to reach a tentative resolution of all claims at issue as a result of a mediator's
5 proposal.

6 13. Plaintiff contends that, between September 25, 2017 and December 31, 2023,
7 Defendant maintained a security screening policy that required employees to undergo off-the-clock
8 security screenings, which included a visual inspection of the employee's company ID and a
9 visual and physical bag inspection, both of which were conducted before employees were
10 physically able to clock in and enter the convention center. Depending on the event, Defendant's
11 off-the-clock security screenings resulted in a significant number of unpaid work hours due to the
12 time spent participating in the security screening as well as the time spent waiting in line while
13 others were screened. Based on Plaintiff's experience, Plaintiff estimates that employees spent at
14 least 3 minutes each shift undergoing the mandatory security screening and bag checks prior to
15 clocking in. Plaintiff's expert determined that putative class members worked 154,724 shifts
16 between September 25, 2017, and December 31, 2023 (the time period prior to the entrance
17 remodeling). Plaintiff's expert also calculated the average hourly rate of putative class members
18 during the relevant time period was \$22.85 (resulting in an overtime rate of \$34.28). Based on
19 these figures, Defendant's overtime exposure for the off-the-clock security screening/bag check
20 claim is \$265,190.00 (154,724 shifts x 3 minutes per shift ÷ 60 minutes per hour = 7,736 unpaid
21 hours x \$34.28 overtime rate = \$265,190. Plaintiff discounted the maximum exposure by 75% for
22 the risk of non-certification, and by an additional 25% for risk of losing on the merits, to arrive at
23 an expected exposure of \$49,723.

24 14. Additionally, between January 26, 2017 and August 18, 2021, Defendant
25 implemented a quarter hour rounding practice that, resulted in a failure to pay employees for all
26 hours worked. Specifically, Defendant recorded employee time to the minute using an electronic
27 timekeeping system and then rounded that time after the fact in an uneven manner. After a review
28 of Defendant's timekeeping and payroll production, Plaintiff's expert determined that

1 Defendant's rounding policy resulted in a failure to compensate employees for over 3,983 hours.
2 Every single putative class member had at least 1 workweek with an underpayment of wages due
3 to the rounding policy. Plaintiff therefore calculates Defendant's overtime exposure for the
4 unlawful timekeeping policies claim at \$136,537.00 (3,983 unpaid hours x \$34.28 overtime rate
5 = \$136,537). Plaintiff discounted the maximum exposure by 25% for the risk of non-certification,
6 and by an additional 25% for risk of losing on the merits, to arrive at an expected exposure of
7 \$76,802.

8 15. Defendant concedes that employees were required to participate in a security
9 screening prior to entering the facility each day. However, Defendant contends that it maintains
10 a written policy that requires employees to clock in **before** the security screening. Additionally,
11 in conjunction with a remodel of the employee entrance in early 2024, Defendant relocated the
12 employee timeclock to ensure compliance with its written policy. Defendant argues that its
13 timekeeping policies/practices comply with California law and that it has always compensated
14 Settlement Class members for all hours worked throughout the Class Period. Defendant further
15 asserts that Plaintiff and other non-exempt employees were not subject to Defendant's control
16 when undergoing these security screenings, and that even if they were, Plaintiff has overstated
17 the amount of time spent at screenings. Defendant contends this claim is not certifiable as it
18 requires individualized inquiries into which employees failed to follow company policy and clock
19 in prior to the screening as well as how long each employee spent engaging in the screening each
20 day. As to Plaintiff's rounding claim, Defendant claims that the rounding practice was neutral on
21 its face and as applied, therefore legal under *See's Candy*. Defendant also claims that the majority
22 of employees were actually overpaid as a result of the rounding practice, thereby precluding
23 liability for those individuals altogether. Defendant claims that these claims are unmanageable as
24 it requires individualized inquiries into whether employees brought a bag each workday (to be
25 screened), whether employees followed policy by clocking in prior to screening, and how long
26 each employee waited for the screening to be completed prior to be clocking in.

27 16. As a result of Defendant's alleged failure to pay all wages described above,
28 Plaintiff contends that Defendant also failed to pay former employees all final wages at the time

1 of separation. Plaintiff's expert's analysis determined that 243 individuals separated their
2 employment with Defendant within 3 years of the filing of the complaint. Plaintiff's expert also
3 determined that the maximum waiting time penalty per employee was \$5,484 (\$22.85 average
4 hourly rate x 8 hours x 30 days). Given Plaintiff's contention that each of these employees are
5 owed overtime wages as a result of Defendant's unlawful policies and practices, Plaintiff
6 calculated Defendant's maximum potential exposure on this claim at \$1,332,612 (243 former
7 employees x \$5,484). Plaintiff discounted this claim by 75% for the risk of non-certification and
8 by an additional 75% for risk of being unsuccessful on the merits, failing to establish wilfulness,
9 or that the Court would find a reasonable, good faith dispute over whether any wages are due
10 precluding the imposition of waiting time penalties, for an expected exposure of \$83,288.

11 17. Plaintiff also seeks PAGA civil penalties on behalf of all aggrieved employees for
12 these alleged violations. Given that Plaintiff's underlying Labor Code violations occurred on a
13 daily basis (daily security screening and daily rounding of hours) Plaintiff contends that PAGA
14 civil penalties would be recoverable for each pay period in the PAGA time period. Settlement
15 Class members worked a combined total of 9,059 pay periods during the PAGA liability period
16 in which at least one of Plaintiff's alleged Labor Code violations occurred. *Id.* Plaintiff therefore
17 calculates Defendant's maximum PAGA exposure at \$905,900.00 (9,059 pay periods x \$100 per
18 "initial" violation). However, these penalties are exclusively derivative of the underlying
19 violations that Defendant vigorously disputes, both as to certification and the merits. Plaintiff also
20 recognizes that the Court has discretion to substantially reduce any award of PAGA penalties.
21 Plaintiff discounted the maximum exposure by 75% for the risk of losing on the merits of all
22 underlying claims and by 75% for the likely possibility that this Court would reduce the PAGA
23 penalties awarded, to arrive at an expected exposure of \$56,619.

24 18. Defendant contends that Plaintiff's underlying claims will fail and, as a result, the
25 derivative claims will also fail. Defendant also maintains that its good faith defenses to Plaintiff's
26 underlying claims would preclude the recovery of waiting time penalties, which are only available
27 for the "willful" failure to pay wages, and that this Court would exercise its discretion to
28 substantially reduce any PAGA penalties awarded.

1 19. Plaintiff estimated that the potential expected recovery for the Settlement Class
2 would be approximately \$266,432. Thus, the proposed recovery to the Settlement Class of
3 \$215,000 represents 80.7% of Plaintiff's reasonably forecasted class-wide recovery, which is well
4 within the range approved by courts as being fair, reasonable and adequate, while also avoiding
5 further expense and risk of proceeding towards class certification and trial.

6 20. According to Defendant's records, there are approximately 483 potential
7 Settlement Class members. Based on the estimated NSA, average Individual Settlement Payments
8 are projected to be approximately \$143.57 Average Individual PAGA Payments are projected to
9 be approximately \$10.05. Settlement Class members can be easily identified using Defendant's
10 employment and payroll records.

11 21. At the time of seeking final settlement approval, Plaintiff will apply for Class
12 Representative Service Payment in the amount of \$10,000 for Plaintiff's service to the Settlement
13 Class and general release of all claims. This payment is intended to recognize the significant time
14 and effort that Plaintiff expended on behalf of the Settlement Class, including searching for
15 relevant documents for use in the lawsuit, providing factual information to her attorneys, holding
16 various phone calls with her attorneys to discuss the claims in the lawsuit and Defendant's policies
17 and practices, responding to formal written discovery, preparing for and attending a full day
18 deposition, assisting her attorneys with preparation for mediation, making herself available during
19 mediation to assist and answer factual questions posed by the mediator, reviewing and providing
20 input regarding the settlement documents, and otherwise assisted her attorneys in moving this
21 case towards resolution. Plaintiff's requested Service Payment is justified given the significant
22 work done on behalf of the Settlement Class members, the risks Plaintiff undertook by serving as
23 the named Plaintiff, and the fact that Plaintiff agreed to a general release of all claims subject to
24 a waiver of Civil Code § 1542.

25 22. My firm will also apply for an attorneys' fee award of up to one third of the GSA
26 (currently estimated at \$71,666.67), and up to \$40,000.00 in reimbursement for actual litigation
27 costs. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky,
28 expensive, and time-consuming litigation on a purely contingent fee basis. My firm has incurred

1 substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims,
2 conducting legal research and analysis, engaging in substantial formal written and deposition
3 discovery, reviewing class documents and data produced by Defendant, extensively reviewing
4 and evaluating the produced timekeeping and payroll records with the assistance of a retained
5 expert to build a comprehensive damages model, preparing for and attending mediation,
6 negotiating and drafting the Memorandum of Understanding, long-form Settlement Agreement,
7 and Notice Packet documents, preparing this motion for preliminary approval, and otherwise
8 litigating the case. My firm will also expend future attorney time attending the hearing on this
9 Motion, overseeing the Notice process, drafting the Final Approval Motion and supporting
10 documents, attending the Final Approval hearing, and completing other tasks, such as fielding
11 questions from Settlement Class members.

12 23. I confirm that I do not have any interest or involvement in, and am not affiliated
13 with, the proposed settlement administrator, Apex Class Action Administration. Likewise I have
14 no interest with the proposed *cy pres* recipient, Legal Aid Foundation of Los Angeles.

15 I declare under penalty of perjury under the laws of California and the United States that
16 the foregoing is true and correct. Executed on February 4, 2025, at El Segundo, California.

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19 Andrew J. Rowbotham
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EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement and Class Notice (this “Agreement”) is made by and between Plaintiff Elia Paredes Acosta (“Plaintiff”) and Defendant SMG, a Pennsylvania general partnership (“Defendant”). This Agreement refers to Plaintiff and Defendant collectively as the “Parties”, or individually as “Party”.

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center*, Case No. 21STCV27103 initiated on July 23, 2021, and pending in Los Angeles Superior Court.
- 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with preliminary settlement approval.
- 1.4 “Aggrieved Employees” means all current and former non-exempt employees of Defendant in California who worked at any time between July 23, 2020 and June 30, 2024, at the Long Beach Convention and Entertainment Center.
- 1.5 “Class” means all current and former non-exempt employees of Defendant in California who worked at any time between January 26, 2017 and June 30, 2024, at the Long Beach Convention and Entertainment Center.
- 1.6 “Class Counsel” or “Plaintiff’s Counsel” means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC.
- 1.7 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees not to exceed 1/3 of the Gross Settlement Amount.
- 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reasonable verified litigation costs and expenses not to exceed \$40,000.00.
- 1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, phone number, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
- 1.12 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.13 “Class Period” means January 26, 2017 to June 30, 2024.
- 1.14 “Class Representative” means Elia Paredes Acosta, who is the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16 “Court” means the Superior Court of California, County of Los Angeles.
- 1.17 “Defendant” means Defendant SMG.
- 1.18 “Defense Counsel” means Steven M. Kroll of Bent Caryl & Kroll, LLP.
- 1.19 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$215,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below (Escalator Clause). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.23 “Individual Class Payment” means the Participating Class Member’s share of the Net Settlement Amount calculated in accordance with Paragraph 3.2.4.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s share of 25% of the PAGA Penalties calculated in accordance with Paragraph 3.2.5.1.

- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% portion of the PAGA Penalties (i.e, \$11,250.00) allocated and paid to the LWDA under Labor Code § 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts-out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means July 23, 2020 to June 30, 2024.
- 1.32 “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33 “PAGA Notice” means Plaintiff’s letter, dated July 23, 2021, to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e., \$15,000.00), allocated 25% to the Aggrieved Employees (\$3,750.00) and 75% to LWDA (\$11,250.00) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Elia Paredes Acosta, the named plaintiff in the Action.
- 1.37 “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40 “Released Parties” means: Defendant, its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded

from the Class Settlement signed by the Class Member and including the information specified in Paragraph 7.5.1.

- 1.42 “Response Deadline” means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On July 23, 2021, Plaintiff filed a class action complaint against Defendant in Los Angeles County Superior Court titled *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center*, Case No. 21STCV27103 (the “Action”). On September 3, 2021, Defendant removed the Action to the United States District Court for the Central District of California (Case No. 2:21-cv-07147-DSF-AGR). On October 6, 2021, after Plaintiff exhausted her administrative remedies with the LWDA, Plaintiff filed a representative action complaint, titled *Elia Paredes Acosta v. SMG/Long Beach Convention and Entertainment Center, et al.*, Los Angeles Superior Court Case No. 21STCV36919, alleging a single cause of action for civil penalties under PAGA (“PAGA Action”). On October 29, 2021, the Honorable Dale S. Fischer remanded the Action back to the Los Angeles County Superior Court for lack of subject matter jurisdiction. On March 30, 2022, Plaintiff filed the First Amended Class and Representative Action Complaint in this matter, consolidating this action with the PAGA Action. On July 25, 2024, as part of the Parties’ Settlement, Plaintiff filed the Second Amended Class and Representative Action Complaint (“SAC” or “Operative Complaint”) to: 1) include a cause of action for failure to pay all final wages upon separation (waiting time penalties), as a result of Plaintiff’s separation of employment from Defendant after the filing of this action; and 2) dismiss formerly named Defendant, ASM Global Fresno, LLC, without prejudice, from this action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code § 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 On June 27, 2024, the Parties participated in a full day mediation presided over by Hon. Glenda Sanders (Ret.), which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained, through formal discovery, the deposition testimony of Defendant’s three Person Most Qualified (“PMQ”) witnesses, a representative 20% sampling of timekeeping and payroll records for the Class Members, and key policy documents from Defendant. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*

Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.5 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below (Escalator Clause), Defendant promises to pay a total of \$215,000.00 as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment
 - 3.2.2 To Class Counsel: The Class Counsel Fees Payment shall not exceed 1/3rd of the Gross Settlement Amount and is currently estimated to be \$71,666.67, and the Class Counsel Litigation Expenses Payment shall not exceed \$40,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff’s Counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel

- assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to hold Defendant and the other Released Parties harmless, and indemnify Defendant and the other Released Parties, from any against any and all costs, penalties, taxes or other payments made or required as a result of the allocation of those payments, if any, or the reporting of those payments..
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$8,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses Payment is less or the Court approves payment less than the above stated amount, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the total number of Workweeks worked by such Participating Class Member.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 1/3 of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 2/3 of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members pursuant to the formula in Paragraph 3.2.4.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000.00 to be paid from the Gross Settlement Amount, with 75% (\$11,250.00) allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the Individual PAGA Payments.
- 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the total number of PAGA Pay Periods worked by the applicable Aggrieved Employee. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The

Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Data. Not later than ten (10) court days after the Court grants Preliminary Approval of the Settlement and subject to the Administrator signing a confidentiality agreement, Defendant will deliver the Class Data to the Administrator (to the extent such information is available). To protect Class Members' privacy rights, the Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement and who have signed a confidentiality agreement on terms as protective as this Agreement; the Administrator will be responsible for any breach of this Paragraph by its employees. Administrator may share sufficient data (excluding contact information) with Class Counsel to help resolve issues regarding the distribution of the Settlement and Class Members' questions, should they arise. Defendant has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, along with all amounts necessary to fully pay Defendant's share of payroll taxes (which will be paid separate and apart from the Gross Settlement Amount), by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.
- 4.3 Payments from the Gross Settlement Amount. Within ten (10) court days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator will update the recipients' mailing addresses using the National Change

of Address Database.

- 4.3.2 The Administrator will conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days after receiving a returned check the Administrator will re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid Foundation of Los Angeles (“Cy Pres Recipient”), a 501(c)(3) nonprofit, to help provide legal aid services to the indigent population of Los Angeles. After the void date, the Parties will submit a declaration from the Administrator attesting to the total amount that was actually paid to the class members along with any interest that has accrued thereon. The Parties will concurrently submit an amended Judgment to direct the Administrator to disburse these amounts to the Cy Pres Recipient in compliance with California Code of Civil Procedure § 384(b). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective as of the Effective Date, Plaintiff, Participating Class Members and Aggrieved Employees hereby fully and forever release and discharge all claims against all Released Parties as follows:

- 5.1 **Plaintiff’s Release.** Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiff’s PAGA Notice, or ascertained during the Action and released under Paragraph 6.2, below. (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation entitlement and/or benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code § 1542, which reads:

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

- 5.2 Release by Participating Class Members: All Participating Class Members, who have not opted out will release and discharge Defendant, its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys ("Released Parties") from all claims, demands, rights, liabilities and causes of action that were pled in the operative complaint in the Action, or which could have been alleged based on the factual allegations therein, that arose during the Class Period. The time period covered by this release will mirror the Class Period and will become effective upon the date that Defendant deposits the entire Maximum Settlement Amount with the Administrator. Except as set forth in Paragraph 5 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3 Release by Aggrieved Employees: All Aggrieved Employees will release and discharge the Released Parties from all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff's letter to the LWDA dated July 23, 2021, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees will not release any underlying wage and hour claims under this Paragraph, only PAGA claims. Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release. The time period covered by this release will mirror the PAGA Period and will become effective upon the date that Defendant deposits the entire Maximum Settlement Amount with the Administrator.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Plaintiff will send notice of the settlement to the LWDA as required under PAGA.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or

potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (1)(1)), this Agreement (Labor Code § 2699, subd. (1)(2)); (vi) a redlined version of this agreement between the Parties compared with, and showing all modifications made to, the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval as soon as practicable after the full execution of this Agreement and obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.2.1 Defendant's Declaration in Support of Preliminary Approval. Sufficiently in advance of the deadline to file the Motion for Preliminary Approval, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and/or Administrator Expenses Payment shall not constitute a material modification to this Agreement within the meaning of this Paragraph.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing any necessary reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 As expeditiously as possible after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Class Period Workweeks and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) court days after receiving approval from the Parties, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks / PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than seven (7) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, challenges to Class Period Workweeks and PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the

Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Plaintiff agrees to not request exclusion from the Class Settlement.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of the validity and authenticity of Requests for Exclusion shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraph 5 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 Challenges to Calculation of Workweeks / Pay Periods. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks / PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator will encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of pay periods to Defense Counsel. Determination of any such challenge

shall be made by Defendant and Class Counsel and, to the extent possible, resolved prior to finalizing the amounts distributable to Participating Class Members and Aggrieved Employees. If no such solution can be reached, the challenge will be provided to the Court for an ultimate determination.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to pay periods

received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator’s Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.5 Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE**. Defendant represents that there are an estimated 45,552 Workweeks worked by Class Members during the Class Period. If the number of Workweeks worked during the Class Period is more than 10% greater than this figure (i.e., if there are 50,108 or more Workweeks worked), Defendant agrees to increase the Gross Settlement Amount on a proportional basis for every percent above the 10% (i.e., if there was 11% increase in the number Workweeks worked, Defendant would increase the Gross Settlement Amount by 1%). Should the Settlement Administrator’s costs increase due to a trigger of this provision, Defendant will separately pay reasonable costs above the original bid.

9. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”).

9.1 **Response to Objections**. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 **Continuing Jurisdiction of the Court**. The Parties agree that, after entry of Judgment, the Court

will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in the Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.
10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
11. ADDITIONAL PROVISIONS.
- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 11.2 Confidentiality Prior to Preliminary Approval. The Parties agree to maintain the confidentiality of the Settlement before the approval motion is filed. Thereafter, the Parties agree that no press release or other publicity regarding this matter will be issued by either Party, except that this provision will not apply to any reporting requirements by Defendant, including to its outside auditors or Board of Directors. Additionally, while the public terms of the Settlement will not be confidential after filing the motion for preliminary approval, Plaintiff's counsel will not contact the press or media about the Settlement.
- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit

of, the successors of each of the Parties.

- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Continuing Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15 Headings. The descriptive heading of any section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:
- | | |
|---------------|---|
| To Plaintiff: | Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90265
fschmidt@haineslawgroup.com |
| To Defendant: | Steven M. Kroll of Bent, Caryl, & Kroll, LLP
6300 Wilshire Boulevard, Suite 1415, Los Angeles, CA 90048
skroll@bcklegal.com |
- 11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed

counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.
- 11.20 Enforcement Action. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: Defendant SMG

By: _____
Name: _____
Title: _____

DATED: Jan 27, 2025 Plaintiff Elia Paredes Acosta

By:  _____
By: [Elia Acosta Paredes \(Jan 27, 2025 16:05 PST\)](#)
Plaintiff and Settlement Class Representative

DATED: Bent, Caryl, & Kroll, LLP

By: _____
Steven M. Kroll
Attorney for Defendant

DATED: Jan 27, 2025 Haines Law Group, APC

By:  _____
Andrew J. Rowbotham
Attorneys for Plaintiff

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center
Los Angeles Superior Court Case No. 21STCV27103

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

This notice is being provided to you in both English and Spanish.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against SMG (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Elia Paredes Acosta (“Plaintiff”), and seeks payment of alleged unpaid wages as a result of Defendant’s timekeeping practices which rounded employee time as well as alleged off the clock time spent participating in security screenings prior to entering the facility. In addition, Plaintiff seeks waiting time penalties for the alleged failure to pay all final wages upon separation of employment. These claims are brought on behalf of Class Members (defined as all current and former non-exempt employees of Defendant in California who worked at any time between January 26, 2017 and June 30, 2024 (the “Class Period”), at the Long Beach Convention and Entertainment Center); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Aggrieved Employees (defined as all current and former non-exempt employees of Defendant in California who worked at any time between July 23, 2020 and June 30, 2024 (the “PAGA Period”), at the Long Beach Convention and Entertainment Center).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Administrator’s current calculations, **your Individual Class Payment is estimated to be \$<<CLASS PAYMENT>> and your Individual PAGA Payment is estimated to be \$<<PAGA PAYMENT>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked <<WORKWEEKS>> workweeks and <<PAY PERIODS>> pay periods** during the Class/PAGA Period. If you believe that you worked more pay periods than shown, you can submit a challenge by the deadline date. See Section 4.3 (Workweek / Pay Period Challenges) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
Opt-out of the Class Settlement	If you don't want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 (HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?) of this Notice.
The Opt-out Deadline is <<RESPONSE DEADLINE>>	You cannot opt-out of the PAGA portion of the Settlement. Defendant will pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Object to the Class Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (" <u>Participating Class Members</u> ") can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel, but every dollar paid to Class Counsel reduces the overall amount paid to Participating Class Members. You can object to the terms of the Settlement if you think they are unreasonable. See Section 7 (HOW DO I OBJECT TO THE SETTLEMENT?) of this Notice.
Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FINAL APPROVAL HEARING DATE>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice.

Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class/PAGA Period. The number of workweeks and pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this figure, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4.3 (Workweek / Pay Period Challenges) of this Notice.
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1. WHAT IS THE LAWSUIT ABOUT?

This is a class and PAGA action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. Plaintiff Elia Paredes Acosta alleges the following claims under California law: failure to pay all minimum and overtime wages, failure to pay all final wages upon separation, violation of California’s unfair competition law. Based on the same allegations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*). Plaintiff is represented by attorneys in the Action: Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC (“Class Counsel”).

Defendant denies Plaintiff’s claims and contends that it has complied with all applicable laws. Defendant entered into the Settlement solely for purposes of avoiding the risk and uncertainty of litigation.

This Settlement is the result of good-faith, arms-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expense associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and PAGA Members.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Defendant or Plaintiff is correct. Plaintiff and Defendant reached a settlement by mediating the case with a neutral third party for the sole purpose of resolving the matter and with no admission or finding of liability or wrongdoing by Defendant.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$215,000.00 as the Gross Settlement Amount (Gross Settlement). Subject to Court Approval, Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel’s attorney’s fees and expenses, the Class Representative Service Payment, the Administrator’s expenses, and penalties to be paid to the LWDA). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than thirty (30) calendar days after the Judgment entered by the Court become final.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$71,666.67 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$8,990.00 to the Administrator for services administering the Settlement.
 - C. Up to \$10,000.00 to Plaintiff as the Class Representative Service Payment.
 - D. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$11,250.00) and 25% to Individual PAGA Payments (\$3,750.00) paid on a proportional basis to the Aggrieved Employees based on the number of pay periods they worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the proportional share Workweeks worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve the following tax allocation for Individual Class Payments: 2/3 as penalties and interest and 1/3 as wages. Class Members are responsible for their share of the payroll taxes, which will be deducted from their Individual Class Payments. Defendant is responsible to pay the employer share of payroll taxes, separate and apart from the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount. The Administrator will report all wage payments on an IRS Form W2 and all non-wage payments on an IRS Form 1099.

The Individual PAGA Payments are treated as civil penalties, not wages, for tax purposes for which an IRS Form 1099 shall be provided. You should consult your tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be disbursed to Legal Aid Foundation of Los Angeles ("Cy Pres Recipient"), a 501(c)(3) nonprofit, to help provide legal aid services to the indigent population of Los Angeles.**

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by <<RESPONSE DEADLINE>>. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not be eligible to receive an Individual Class Payment or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Defendant. If you are a PAGA Member, you will still receive an Individual PAGA Payment regardless of whether you submit a Request for Exclusion.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. If the Settlement becomes void, Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also aid in determining the validity and authenticity of Requests for Exclusion, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, who have not opted out will release and discharge Defendant, its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys ("Released Parties") from all claims, demands, rights, liabilities and causes of action that were pled in the operative complaint in the Action, or which could have been alleged based on the factual allegations therein, that arose during the Class Period. The time period covered by this release

will mirror the Class Period and will become effective upon the date that Defendant deposits the entire Maximum Settlement Amount with the Administrator. Except as set forth in this Paragraph, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement, all Aggrieved Employees, including Plaintiff, will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees will release and discharge the Released Parties from all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff's letter to the LWDA dated July 23, 2021, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees will not release any underlying wage and hour claims under this Paragraph, only PAGA claims. Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release. The time period covered by this release will mirror the PAGA Period and will become effective upon the date that Defendant deposits the entire Maximum Settlement Amount with the Administrator.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of PAGA Penalties (\$3,750.00) by the total number of Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.
3. Workweek / Pay Period Challenges. The number of Workweeks / Pay Periods you worked during the Class/PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **<<RESPONSE DEADLINE>>** to challenge the number credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 (HOW CAN I GET MORE

INFORMATION?) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the calculation of pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Determination of Class Member Challenges over Workweeks / Pay Periods shall be made by Class Counsel and Defendant. Should a consensus not be reached, the Court will make the final determination. You can't appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center*, Los Angeles Superior Court Case No. 21STCV27103, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 (HOW CAN I GET MORE INFORMATION?) of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before <<FINAL APPROVAL HEARING DATE>> (the Final Approval Hearing), Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is

fair, as well as a request for Fees, Litigation Expenses stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

<<ADMIN URL FOR CASE>>

or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action (21STCV27103).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center*, Los Angeles Superior Court Case No. 21STCV27103) and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **<<FINAL APPROVAL HEARING DATE>>** at **<<FINAL APPROVAL HEARING TIME>>** in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website **<<ADMIN URL FOR CASE>>** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The easiest way to access the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website <<ADMIN URL FOR CASE>>. You can also contact the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV27103. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

Administrator:

<<ADMIN INFO>>

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

Please make sure you contact the Administrator before the void date otherwise your check will be voided and distributed to the Legal Aid Foundation of Los Angeles.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

July 23, 2021

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Elia Paredes Acosta v. SMG/Long Beach Convention and Entertainment Center, et. al.*

To Whom It May Concern:

Please be advised that this law firm represents Elia Paredes Acosta (“Ms. Acosta”) in claims arising from her employment with SMG/Long Beach Convention and Entertainment Center; ASM Global Fresno, LLC; and DOES 1-100 (collectively, “LBCC”). Ms. Acosta is an “aggrieved employee” as defined by Labor Code Section 2698, *et seq.* (“PAGA”), due to LBCC’s violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than 180 days were suspended for 178 days, from April 6, 2020 through October 1, 2020. Accordingly, the relevant time period for the violations described herein is one year plus 178 days prior to the date of this letter. Thus, the “aggrieved employees” whom Ms. Acosta seeks to represent include all non-exempt employees who worked for LBCC in California at any time from one year plus 178 prior to the date of this letter through the present.

LBCC owns and operates the Long Beach Convention Center and Entertainment Center in Long Beach, California. Ms. Acosta has been employed by LBCC as a non-exempt employee since approximately March 2018, although she has been on a leave of absence since approximately July 2019.

During her employment with LBCC, Ms. Acosta clocked in to work through a finger scanner, and on information and belief, LBCC’s electronic timekeeping system recorded her clock-in and clock-out times to the minute. However, during the relevant time period, LBCC’s timekeeping system rounded and/or time-shaved Ms. Acosta’s hours, such that Ms. Acosta was only paid in quarter of an hour increments, and which resulted in Ms. Acosta not being compensated for all hours actually worked. LBCC regularly, systematically, and impermissibly rounded and/or shaved the time worked by Ms. Acosta

and other aggrieved employees in LBCC's favor. This time shaving/rounding practice utilized by LBCC was not-even handed over time and would round and shave in LBCC's favor such that Ms. Acosta was routinely underpaid for her time worked. Due to LBCC's timekeeping policies and practices that fail to compensate for all hours worked, Ms. Acosta and other aggrieved employees were deprived of all required minimum wages. Further, on occasions when Ms. Acosta or other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, this process of time-shaving or rounding also deprived her of all overtime wages owed. As such, Ms. Acosta and other aggrieved employees were not compensated for all required minimum and overtime wages.

In addition to failing to pay Ms. Acosta and other aggrieved employees for all time they were on the clock as a result of its unlawful rounding/time-shaving practice, LBCC also failed to pay Ms. Acosta and other aggrieved employees for time spent undergoing security checks prior to clocking in. Specifically, LBCC's written policy provides that LBCC has the right to search employees' backpacks, purses, briefcases, and similar items, and LBCC did in fact search Ms. Acosta's and other employees' bags on a daily basis. LBCC would conduct these searches prior to employees clocking in, such that the searches were done off-the-clock and the time employees spent under LBCC's control during these searches was not compensated. In addition, Ms. Acosta and/or other aggrieved employees would sometimes need to wait in line before having their bag searched, since there were other employee(s) having their bags searched when they arrived. This time spent waiting in line was also not compensated by LBCC, even though Ms. Acosta and other aggrieved employees were subject to LBCC's control during this time. LBCC's practices violate California law, as held by the Supreme Court of California in *Frlekin v. Apple, Inc.*, 8 Cal.5th 1038 (2020) (holding employer must compensate employees for time spent undergoing, and waiting for, bag searches).

As described above, LBCC committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 10 ("Wage Order 10"):

Overtime Violations

LBCC was, and is, required to properly compensate aggrieved employees, including Ms. Acosta and other aggrieved employees, for all overtime hours worked pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 10. Wage Order 10, § 3 requires an employer to pay an employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess of 8 hours per workday or over 40 hours in a workweek, and for the first eight (8) hours and/or in excess of 40 hours of work in the workweek, and "double the employee's regular rate of pay" for all hours worked in excess of 12 hours in a workday or in excess of 8 hours on the seventh day of a workweek. As alleged herein, LBCC has caused Ms. Acosta and other aggrieved employees to work overtime and/or double-time hours but has not compensated Ms. Acosta or other aggrieved employees at one and one-half times (or two times, in the case of double-time) their "regular rate" of pay for such hours.

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Minimum Wage Violations

LBCC was, and is, required to pay Ms. Acosta and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197, and Wage Order 10, § 4. As alleged above, LBCC maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Acosta and other aggrieved employees for all hours worked. As a result of these policies/practices, Ms. Acosta and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Wage Statement Violations

As a result of the above alleged violations, LBCC has knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish aggrieved employees with complete and accurate wage statements with respect to their total hour worked, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq.* LBCC's failure in furnishing aggrieved employees with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all earned wages and deprived them of the information necessary to identify the discrepancies in LBCC's reported data.

Waiting Time Penalties

As a result of the above alleged violations, LBCC has also failed to timely pay aggrieved former employees all of their final wages at the time of separation of employment, including but not limited to all earned overtime wages and minimum wages, as required under Labor Code §§ 201-202.

LBCC's failure to pay all final wages due to aggrieved former employees was willful and, consequently, entitles them to waiting time penalties in an amount equal to their daily wage for each day LBCC failed to pay final wages after separation of employment, accruing up to a maximum of thirty days. *See* Labor Code § 203.

Ms. Acosta is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an "aggrieved employee," Ms. Acosta will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Acosta's own investigation, and on information and belief, LBCC has committed the following Labor Code violations:

- a. LBCC has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Acosta and other aggrieved employees all overtime and/or double-time compensation earned;

- b. LBCC has violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Acosta and other aggrieved employees at least the statutory minimum wage for all hours worked;
- c. LBCC has violated Labor Code § 226 by failing to issue accurate itemized wage statements to aggrieved employees;
- d. LBCC has violated Labor Code §§ 201-203 by failing to pay aggrieved former employees all wages due at the end of their employment;
- e. LBCC has violated Labor Code § 204 by failing to pay Ms. Acosta all wages due at least twice per month.

Pursuant to Labor Code section 2699.3, please notify us and Long Beach Convention Center if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: SMG/Long Beach Convention and Entertainment Center (via certified mail)

ASM Global Fresno, LLC, c/o CSC- Lawyers Incorporating Service, Agent for
Service of Process (via certified mail)

EXHIBIT C