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Attorneys for Plaintiff

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

DOMINIQUE DAVIS, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

BARKER MANAGEMENT, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV04439

Honorable William F. Highberger
Department SSC10

CLASS ACTION:

**DECLARATION OF YAMI BURNS
REGARDING SETTLEMENT
NOTICE ADMINISTRATION**

Date: August 30, 2023
Time: 11:00 a.m.
Department: SSC10

Complaint Filed: February 4, 2021
Trial Date: None Set

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DECLARATION OF YAMI BURNS

I, Yami Burns, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Davis v. Barker Management, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties and subsequently approved and appointed by the Court to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of Workweeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the period from February 4, 2017 to March 15, 2022 (“Class Period”) and the number of PAGA Workweeks that each PAGA Employee worked during the time period from July 6, 2020 to March 15, 2022 (“PAGA Period”); (iv) determining the validity of letters submitted by Class Members indicating requests to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement by the Settlement Class Members (“Notices of Objections”), and/or disputes regarding the number of Workweeks and/or PAGA Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to PAGA Employees; (vii) issuing the payment to Class Counsel for Attorneys’ Fees and Costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On May 5, 2023, Phoenix received a data file from Defendant’s Counsel that contained each Class Member’s full names, last known mailing address, last known telephone

1 number, Social Security Number, and start and end dates of employment as hourly-paid or non-
2 exempt employee for Defendant for each Class Member (“Class List”) during the Class Period in
3 California. The final mailing list contained seven hundred twelve (712) individuals identified as
4 Class Members.

5 4. On May 22, 2023, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update and confirm the Class List addresses as accurately as possible. A
6 search of this database provides updated addresses for any individual who has moved in the previous
7 four (4) years and notified the U.S. Postal Service of their change of address. To the extent that an
8 updated address was found in the NCOA database, the updated address was used for the mailing of
9 the Notice. To the extent that no updated address was found in the NCOA database, the original
10 address provided by Counsel for Defendant was used for the mailing of the Notice.

11 5. On May 22, 2023, Phoenix mailed the Notice via U.S. First Class Mail, in English
12 and Spanish, to all seven hundred twelve (712) Class Members on the Class List. A true and correct
13 copy of the mailed Notice is attached hereto as **Exhibit A**.

14 6. As of the date of this declaration, fifty-one (51) Notices have been returned to
15 Phoenix as undeliverable. None of the fifty-one (51) were returned with a forwarding address. For
16 the fifty-one (51) Notices returned from the Post Office without a forwarding address, Phoenix
17 attempted to locate a current mailing address using TransUnion TLOxp, one of the most
18 comprehensive address databases available for skip tracing. Of the fifty-one (51) Notices that were
19 skip traced, forty-three (43) updated addresses were obtained and the Notice was promptly re-
20 mailed to those Class Members via First Class Mail.

21 7. As of the date of this declaration, eight (8) Notices remain undeliverable since an
22 updated address could not be obtained via skip trace.

23 8. As of the date of this declaration, Phoenix has received six (6) Requests for
24 Exclusion from Class Members. The deadline to submit Requests for Exclusion from the Class
25 Settlement (“Response Deadline”) was July 6, 2023.
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1 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
2 from Class Members. The deadline for objecting to the Class Settlement (“Response Deadline”)
3 was July 6, 2023.

4 10. As of the date of this declaration, Phoenix has received one (1) Workweek disputes
5 from Class Members. The deadline for submitting a dispute was July 6, 2023.

6 11. There are seven hundred six (706) Class Members who did not submit timely and
7 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
8 99.16% of the Class. Settlement Class Members have worked a collective total of seventy-seven
9 thousand five hundred seventy (77,570) Workweeks during the Class Period. Each Workweek is
10 valued at approximately \$18.11.

11 12. The Escalator Clause of the Settlement Agreement indicates that if the actual number
12 of Workweeks during the period of February 4, 2017 through December 15, 2021 exceeds seventy-
13 four thousand seven hundred forty-two (74,742), then the Total Settlement Amount will be
14 increased by the same amount proportionally. The total number of Workweeks during this period
15 was seventy-five thousand seven hundred twenty-four (75,724), which exceeds the threshold of
16 74,742 by nine hundred eighty-two (982), i.e. 1.31%. Hence, the additional amount due for pursuant
17 to the Escalator Clause is \$38,101.74, i.e. 1.31% of \$2,900,000.00.

18 13. The Net Settlement Amount of one million four hundred and five thousand twenty
19 eight dollars and seventeen cents (\$1,405,028.17) available to pay Settlement Class Members was
20 determined by subtracting the requested Class Counsel attorneys' fees of nine hundred sixty-nine
21 thousand five hundred seventy three dollars and fifty seven cents (\$969,573.57), which is 33% of
22 the escalated Total Settlement Amount)), litigation Costs of forty thousand dollars and no cents
23 (\$40,000.00), requested Enhancement Payment to Plaintiff of twelve thousand five hundred dollars
24 and no cents (\$12,500.00), the PAGA Amount of five hundred thousand dollars and no cents
25 (\$500,000.00), and the requested Settlement Administration Costs of eleven thousand dollars and
26 no cents (\$11,000.00) from the Total Settlement Amount of two million nine hundred thousand
27 thirty eight one hundred one dollars and seventy four cents (\$2,938,101.74).

1 14. Based upon the Net Settlement Amount and the amounts allocated in the Settlement,
2 , the highest Individual Settlement Share to be paid to Settlement Class Members is approximately
3 four thousand eight hundred twenty five dollars and eighty four cents (\$4,825.84); the lowest
4 Individual Settlement Share to be paid to Settlement Class Members is approximately twelve dollars
5 and ninety four cents (\$12.94); while the average Individual Settlement Share to be paid to
6 Settlement class Members is approximately one thousand nine hundred ninety dollars and twelve
7 cents (\$1,990.12). Settlement Class Members will be issued payment of their Individual Settlement
8 Shares subject to reduction for the employee's share of taxes and withholdings with respect to the
9 wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement
10 Payment").

11 15. Additionally, five hundred thousand dollars and no cents (\$500,000.00) of the Total
12 Settlement Amount has been allocated toward penalties under the Private Attorneys General Act
13 ("PAGA Amount"), of which 75%, or three hundred seventy five thousand dollars and no cents
14 (\$375,000.00), shall be paid to the Labor and Workforce Development Agency ("LWDA
15 Payment"), and 25%, or one hundred twenty five thousand dollars and no cents (\$125,000.00), of
16 which shall be paid to all current and former hourly non-exempt individuals who are or were
17 employed by Defendant during the PAGA Period ("PAGA Employees"). There are three hundred
18 seventy (370) PAGA Employees who worked a total of twenty-one thousand five hundred forty-
19 eight (21,548) PAGA Workweeks during the PAGA Period. The highest Individual PAGA Payment
20 to be paid to the PAGA Employees is approximately five hundred eleven dollars and thirty one
21 cents (\$511.31), and the average Individual PAGA Payment to be paid to the PAGA Employees is
22 approximately three hundred thirty seven dollars and eighty four cents (\$337.84).

23 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
24 addition to the Total Settlement Amount.

25 17. Phoenix's costs associated with the administration of this matter (Settlement
26 Administration Costs) are eleven thousand dollars and no cents (\$11,000.00). This includes all
27 costs incurred to date, as well as anticipated fees and costs for completion of the settlement
28 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

1 I declare under penalty of perjury of the laws of the State of California that the foregoing is
2 true and correct.
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4 Executed this 8th day of August 2023, at Orange, California.
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8 YAMI BURNS
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

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

PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiff Dominique Davis ("Plaintiff" or "Class Representative") and Defendant Barker Management, Inc. ("Defendant"), was granted on April 13, 2023, in the case entitled *Dominique Davis v. Barker Management, Inc.*, Los Angeles County Superior Court, Case No. 21STCV04439 (the "Action"), which may affect your legal rights.

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

I. IMPORTANT DEFINITIONS

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

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

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

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

II. BACKGROUND OF THE ACTION

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

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

On or about September 9, 2021, Plaintiff Dominique Davis filed a Complaint for Enforcement Under the Private Attorneys General Act, California Cal. Labor Code § 2698, *Et Seq.* ("PAGA Action") (together with the Class Action, the "Actions"), adding a cause of action for civil penalties under the Private Attorneys' General Act ("PAGA") on behalf of herself and all other aggrieved employees.

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

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

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

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on April 13, 2023. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Dominique Davis as representative of the Class (“Class Representative”), and the following law firm as counsel for the Class (“Class Counsel”):

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is Two Million Nine Hundred Thirty-Eight Thousand One Hundred One and 74/100 Dollars (\$2,938,101.74) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members who do not opt out of this Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount of up to thirty-three percent (33%) of the Total Settlement Amount (i.e., up to \$969,573.57) and reimbursement of litigation costs and expenses in an amount of up to Forty Thousand Dollars (\$40,000.00) to Class Counsel (collectively, “Class Counsel Award”); (2) enhancement payment in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) to Plaintiff Dominique Davis for her services (“Enhancement Payment”); (3) settlement administration costs in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the allocation of Five Hundred Thousand Dollars (\$500,000.00) to settle all claims under PAGA (“PAGA Payment”), of which 75%, or \$375,000.00, will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25%, or \$125,000.00, (“PAGA Employee Amount”) will be distributed *pro rata* to PAGA Employees.

Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of workweeks during which they worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). Specifically, the Settlement Administrator shall determine the number of calendar weeks that the Class Member worked during the Class Period, using their start and end dates worked as an hourly-paid or non-exempt employees of Defendant in California during the Class Period. Each PAGA Employee’s *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) will be based on the number of Workweeks during which they worked for Defendant during the PAGA Period (“PAGA Workweeks”).

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

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

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

B. Your Pay Periods Based on Defendants' Records

According to Defendant's records:

From February 4, 2017, through March 15, 2022, you worked for Defendant Barker Management, Inc. as an hourly-paid or non-exempt employee in California for 69.86 Workweeks.

From July 6, 2020, through March 15, 2022, you worked for Defendant Barker Management, Inc. as an hourly-paid or non-exempt employee in California for 0.00 PAGA Workweeks.

If you wish to dispute the number of Workweeks and/or PAGA Workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the Action (*Dominique Davis v. Barker Management, Inc.*, Case No. 21STCV04439); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number(s) to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before July 21, 2023**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$1,243.03. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wage portion of the Individual Settlement Share.

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

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$0.00.

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

D. Released Claims

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

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

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

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

E. Class Counsel Award to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-three percent (33%) of the Total Settlement Amount (i.e., up to \$969,573.57) and reimbursement of litigation costs and expenses in an amount of up to Forty Thousand Dollars (\$40,000), to be paid from the Total Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

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

G. Settlement Administrator Expenses to the Settlement Administrator

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

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

A. Participate in the Settlement

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

B. Request Exclusion from the Settlement

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

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

The request for exclusion must: (a) include your full name; (b) include the name and case number of the Action (*Dominique Davis v. Barker Management, Inc.*, Case No. 21STCV04439); (c) include a clear and unequivocal statement that you wish to be excluded from the Settlement; (d) include your signature; and (e) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than July 21, 2023**.

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

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

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection ("Notice of Objection") to the Settlement Administrator or by orally presenting your objection at the Final Approval Hearing (you may appear at the Final Approval Hearing and make an oral objection without submitting a written objection).

A written Notice of Objection must: (a) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (b) contain the name and case number of Action (*Dominique Davis v. Barker Management, Inc.*, Case No. 21STCV04439); (c) contain a statement of the specific legal and factual basis for each objection argument; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be filed or postmarked **no later than July 21, 2023**.

V. FINAL APPROVAL HEARING

The Court will hold a hearing (the “Final Approval Hearing”) in Department 10 of the Los Angeles County Superior Court, located at the Stanley Mosk Courthouse at 111 North Hill Street, Los Angeles, California 90012 on August 30, 2023 at 11:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys’ fees and costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administrator Expenses to the Settlement Administrator should be awarded. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator’s website; to access it you will need to navigate to the following web URL: <https://www.phoenixclassaction.com/davis-v-baker-management/>

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

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

VI. ADDITIONAL INFORMATION

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

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

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

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

¡NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA

Davis contra Barker Management, Inc.
Tribunal Superior del Condado de Los Ángeles, Caso n° 21STCV04439

LEA ATENTAMENTE ESTE AVISO.

Usted ha recibido este Aviso porque los registros del Demandado indican que usted puede ser elegible para tomar parte en el acuerdo de demanda colectiva alcanzado en el asunto arriba referenciado.

No es necesario que realice ninguna acción para recibir el pago del acuerdo y, a menos que solicite ser excluido del mismo, sus derechos legales pueden verse afectados.

Este Aviso está diseñado para informarle de sus derechos y opciones con respecto al acuerdo.

Por orden del Tribunal Superior de California para el Condado de Los Ángeles (el "Tribunal" o el "Tribunal Superior del Condado de Los Ángeles"), se le notifica que: la aprobación preliminar de un acuerdo de demanda colectiva alcanzado entre la Demandante Dominique Davis ("Demandante" o "Representante de la Clase") y el Demandado Barker Management, Inc. ("Demandado"), fue concedida el 13 de abril de 2023, en el caso titulado *Dominique Davis contra Barker Management, Inc.*, Tribunal Superior del Condado de Los Ángeles, Caso n° 21STCV04439 (la "Acción"), que puede afectar a sus derechos legales.

Si usted es un Miembro del Grupo, no necesita realizar ninguna acción para recibir un pago del Acuerdo, pero tiene la oportunidad de solicitar ser excluido del Acuerdo (en cuyo caso no recibirá el pago en virtud del Acuerdo), objetar al Acuerdo y/o disputar el número de Semanas Laborales que se le acreditan, si así lo desea, como se explica más detalladamente en la Sección III a continuación.

I. DEFINICIONES IMPORTANTES

"Clase" o "Miembro(s) de la Clase" se refiere a todos los empleados actuales y anteriores pagados por hora o no exentos que trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Periodo de la Clase.

"Periodo de la Demanda Colectiva" significa el periodo de tiempo comprendido entre el 4 de febrero de 2017 y el 15 de marzo de 2022.

"Empleados PAGA" significa todos los Miembros de la Clase empleados por el Demandado en cualquier momento durante el Periodo PAGA.

"Periodo PAGA" significa el periodo de tiempo comprendido entre el 6 de julio de 2020 y el 15 de marzo de 2022.

II. ANTECEDENTES DE LA ACCIÓN

El 4 de febrero de 2021, o alrededor de esa fecha, la Demandante Dominique Davis presentó una Demanda Colectiva por Daños y Perjuicios ("Demanda Colectiva") contra el demandado Barker Management, Inc. ante el Tribunal Superior de California para el Condado de Los Ángeles, Caso N° 21STCV04439. La Demanda alega una causa de acción por violaciones del Código Laboral de California: Salarios extraordinarios no pagados (Código Laboral, §§ 510 y 1198); infracciones de los periodos de comida (Código Laboral, §§ 226.7 y 512); infracciones de los periodos de descanso (Código Laboral, § 226.7); salarios mínimos no pagados (Código Laboral, §§ 1194, 1197 y 1197.1); incumplimiento del pago puntual de los salarios finales (Código Laboral, §§ 201 y 202); incumplimiento del pago puntual de los salarios durante el empleo (Código Laboral, § 204); Declaraciones de salarios no conformes (Código Laboral § 226); no mantener registros de nóminas (Código Laboral § 1174); no reembolsar gastos empresariales (Código Laboral §§ 2800 y 2802); y prácticas comerciales desleales (Código Empresarial y Profesional §§ 17200, y siguientes).

El 6 de julio de 2021, o alrededor de esa fecha, la demandante Dominique Davis presentó una carta en virtud de la Ley de Abogados Generales Privados ("PAGA") a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA") solicitando sanciones civiles en virtud de PAGA, contra Barker Management, Inc. y todas y cada una de sus filiales, subsidiarias, matrices, directores, funcionarios y empleados, en nombre de los empleados perjudicados en California, por supuestas violaciones del Código Laboral de California y de las Órdenes Salariales de la Comisión de Bienestar Industrial, incluidos los artículos del Código Laboral de California 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, y las Órdenes Salariales de la Comisión de Bienestar Industrial, entre otras, las Órdenes Salariales 4-2001 y 5-2001.

El 9 de septiembre de 2021, o alrededor de esa fecha, la demandante Dominique Davis presentó una Demanda de ejecución en virtud de la Ley de Abogados Generales Privados, Código Laboral de California § 2698, y siguientes ("Demanda PAGA") (junto con la Demanda Colectiva, las "Demandas"), añadiendo una causa de acción por sanciones civiles en virtud de la Ley General de Abogados Privados ("PAGA") en su nombre y en el de todos los demás empleados perjudicados.

El 20 de mayo de 2022 o alrededor de esa fecha, mediante orden judicial, se consolidaron la Demanda Colectiva y la Demanda PAGA, designándose a la Demanda Colectiva como la acción principal.

La Demandante solicita, entre otras cosas, la recuperación de los salarios impagados y las primas por periodos de comida y descanso, la restitución, la reparación declaratoria, las sanciones, los intereses y los honorarios y costas de los abogados.

El Demandado niega todas las alegaciones de las Demandas o que haya violado ley alguna y sostiene que en todo momento ha cumplido plenamente con todas las leyes federales, estatales y locales aplicables.

Las Partes participaron en una sesión de mediación de un día completo con un respetado mediador de demandas colectivas y, como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han suscrito la Estipulación Conjunta de Demanda Colectiva y Acuerdo PAGA ("Acuerdo" o "Acuerdo de Liquidación"), que fue aprobada preliminarmente por el Tribunal el 13 de abril de 2023. El Tribunal ha designado a Phoenix Class Action Administration Solutions como Administrador del Acuerdo ("Administrador del Acuerdo"), a la demandante Dominique Davis como representante del Grupo ("Representante del Grupo"), y al siguiente bufete de abogados como abogado del Grupo ("Abogados del Grupo"):

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

El Acuerdo representa un compromiso y un Arreglo de reclamaciones muy controvertidas. Nada de lo contenido en el Acuerdo pretende ser o será interpretado como una admisión por parte del Demandado de que las reclamaciones en la Demanda tienen fundamento o de que el Demandado tiene alguna responsabilidad ante la Demandante o los Miembros de la Clase. La Demandante y el Demandado, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte de continuar el litigio, el Acuerdo es justo, razonable y adecuado, y que el Acuerdo es lo mejor para los Miembros de la Clase.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula de Liquidación

El Importe Total del Acuerdo asciende a Dos Millones Novecientos Treinta y Ocho Mil Cien Uno y 74/100 (\$2,938,101.74) (el "Importe Total del Acuerdo"). La parte del Importe Total del Acuerdo que está disponible para el pago a los Miembros del Grupo que no opten por excluirse de este Acuerdo ("Miembros del Grupo del Acuerdo") se denomina "Importe Neto del Acuerdo". El Importe Neto del Acuerdo será el Importe Total del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados por un importe de hasta el treinta y tres por ciento (33%) del Importe Total del Acuerdo (es decir, hasta \$969,573.57) y el reembolso de los costos y gastos del litigio por un monto de hasta Cuarenta Mil Dólares (\$40,000.00) a los abogados del grupo de Demandantes (colectivamente, "Indemnización a los Abogados del Grupo de Demandantes"); (2) un pago de mejora por un importe no superior a Doce Mil Quinientos Dólares (\$12,500) a la Demandante Dominique Davis por sus servicios ("Pago de Mejora"); (3) Los costes de administración del acuerdo por un importe no superior a Doce Mil Dólares (\$12,000.00) al Administrador del Acuerdo ("Costos de Administración del Acuerdo"); y (4) la asignación de Quinientos Mil Dólares (\$500,000.00) para resolver todas las reclamaciones bajo PAGA ("Pago PAGA"), de los cuales el 75%, o \$375,000.00, se pagarán a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA") y el 25% restante, o \$125,000.00, ("Monto para Empleados PAGA") se distribuirá a *prorrata* entre los Empleados PAGA.

Los Miembros de la Clase son elegibles para recibir una parte *prorrata* del Monto Neto del Acuerdo ("Parte Individual del Acuerdo") en base al número de semanas laborales durante las cuales trabajaron para el Demandado como empleados pagados por hora o no exentos en California durante el Período de la Clase ("Semanas Laborales"). Específicamente, el Administrador del Acuerdo determinará el número de semanas calendario que el Miembro de la Clase trabajó durante el Período de la Clase, utilizando sus fechas de inicio y finalización de trabajo como empleado remunerado por hora o no exento del Demandado en California durante el Período de la Clase. La parte *prorrata* de cada Empleado PAGA del Monto del Empleado PAGA ("Pago PAGA Individual") se basará en el número de Semanas Laborales durante las cuales trabajó para el Demandado durante el Período PAGA ("Semanas Laborales PAGA").

Cada Participación Individual en el Acuerdo se asignará en un veinte por ciento (20%) a salarios (que se declararán en un formulario W2 del IRS), y en un ochenta por ciento (80%) a intereses, sanciones y otros daños no salariales (que se declararán en un formulario 1099 del IRS, si procede). Cada Parte Individual del Acuerdo estará sujeta a reducción por la parte de impuestos y retenciones del empleado con respecto a la parte salarial de la Parte Individual del Acuerdo. El pago neto de la Participación Individual en el Acuerdo de cada Miembro del Grupo (después de la reducción por la parte de impuestos del empleado sobre la porción salarial) se denomina su "Pago Individual del Acuerdo". Cada Pago Individual del Acuerdo PAGA se asignará como el cien por cien (100%) de las multas y será informado en el Formulario 1099 del IRS (si procede) por el Administrador del Acuerdo.

Si el Tribunal concede la aprobación definitiva del Acuerdo, los Demandados depositarán el cincuenta por ciento (50%) del Importe Total del Acuerdo (es decir, \$1,450,000) treinta días después de que se conceda la aprobación definitiva del Acuerdo y depositarán el cincuenta por ciento (50%) restante ocho meses después de financiar el primer plazo.

Si el Tribunal concede la aprobación definitiva del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros del Grupo del Acuerdo a la dirección que conste en los archivos del Administrador del Acuerdo mediante cheque tras el primer depósito del cincuenta por ciento (50%) del Importe Total del Acuerdo y los Pagos Individuales PAGA se enviarán por correo a los Miembros del Grupo PAGA a la dirección que conste en los archivos del Administrador del Acuerdo mediante cheque tras el segundo depósito del cincuenta por ciento (50%) restante del Importe Total del Acuerdo. **Si la dirección a la que se envió esta Notificación no es correcta, o si se muda después de recibir esta Notificación, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para garantizar la recepción del pago al que pueda tener derecho.**

B. Sus periodos de pago basados en los registros de los demandados

Según los registros del demandado:

Desde el 4 de febrero de 2017 hasta el 15 de marzo de 2022, usted trabajó para el Demandado Barker Management, Inc. como empleado pagado por hora o no exento en California durante 69.86 Semanas Laborales.

Desde el 6 de julio de 2020 hasta el 15 de marzo de 2022, usted trabajó para el demandado Barker Management, Inc. como empleado pagado por hora o no exento en California durante 0.00 semanas de trabajo PAGA.

Si desea impugnar el número de Semanas Laborales y/o Semanas Laborales PAGA que se le han acreditado, deberá presentar una carta por escrito al Administrador del Acuerdo. La disputa por escrito debe (a) contener el nombre del caso y el número de la Acción (*Dominique Davis v. Barker Management, Inc.*, Caso n°. 21STCV04439); (b) estar firmada por usted; (c) contener su nombre completo, dirección, número de teléfono y los cuatro últimos dígitos de su número de la Seguridad Social; (d) indicar claramente que usted impugna el número de semanas de trabajo que se le acreditaron y cuál es, en su opinión, el número o los números correctos que se le deben acreditar; (e) incluir información y/o adjuntar documentación que demuestre que el número de semanas de trabajo que usted considera que se le deben acreditar es correcto; y (f) enviarse por correo al Administrador del Acuerdo a la dirección indicada en la Sección IV.B a continuación, con matasellos de 21 de julio de 2023 o anterior.

C. Su parte individual estimada del acuerdo y su pago PAGA individual

Como se ha explicado anteriormente, su Cuota de Liquidación Individual estimada se basa en el número de Semanas Laborales y de Semanas Laborales PAGA que se le acrediten.

Según los términos del Acuerdo, su Participación Individual en el Acuerdo se estima en \$1,243.03. La Participación Individual en el Acuerdo está sujeta a una reducción por la parte de impuestos y retenciones del empleado con respecto a la porción salarial de la Participación Individual en el Acuerdo.

Los Pagos Individuales del Acuerdo (es decir, el pago neto de la Parte Individual del Acuerdo después de la reducción por la parte de impuestos del empleado sobre la parte salarial) sólo se distribuirán si el Tribunal aprueba el Acuerdo y después de que éste entre en vigor.

Según los términos del Acuerdo, su Pago PAGA Individual se estima en \$0.00.

El proceso de aprobación del Acuerdo puede llevar varios meses. Su Participación Individual en el Acuerdo y el Pago PAGA Individual que figuran en este Aviso son sólo una estimación. Su Reparto del Acuerdo Individual y su Pago PAGA Individual reales pueden ser superiores o inferiores.

D. Liberación de Reclamaciones

En la Fecha de Entrada en Vigor, se considerará que cada uno de los Miembros del Grupo del Acuerdo (incluidos todos los Representantes del Grupo) han acordado plenamente, de forma definitiva y para siempre, y en virtud de la Sentencia, liberar, eximir de responsabilidad y pactar no demandar a todas y cada una de las Partes Exoneradas por las Reclamaciones Colectivas Exoneradas y se considerará que cada Miembro del Grupo PAGA ha aceptado plenamente, finalmente y para siempre, y por efecto de la Sentencia, exonerar, eximir de responsabilidad y pactar no demandar a todas y cada una de las Partes Exoneradas por las Reclamaciones PAGA Exoneradas.

"Reclamaciones colectivas liberadas" se refiere a todas las reclamaciones en virtud de la legislación estatal, federal o local, durante el Periodo de Liberación, relacionadas con o derivadas de las reclamaciones expresamente alegadas en la Demanda y todas las demás reclamaciones, tales como aquellas en virtud del Código Laboral de California, Órdenes Salariales, reglamentos y/u otras disposiciones de la ley, que podrían haberse hecho valer basándose en los hechos alegados en la Demanda, incluidas, entre otras, las reclamaciones por: (1) falta de pago de horas extraordinarias; (2) falta de pago de primas por períodos de comida; (3) falta de pago de primas por períodos de descanso; (4) falta de pago de salarios mínimos; (5) falta de pago puntual de salarios en caso de despido; (6) falta de pago puntual de salarios durante el empleo; (7) falta de presentación de declaraciones salariales conformes; (8) falta de mantenimiento de los registros de nóminas requeridos; (9) falta de reembolso de los gastos empresariales necesarios; y (10) violación de la ley de competencia desleal de California.

"Reclamaciones PAGA Liberadas" significa todas las reclamaciones bajo la ley estatal, federal o local, durante el Período de Liberación, relacionadas con o que surjan de las reclamaciones expresamente alegadas en la Acción y todas las demás reclamaciones, tales como aquellas bajo el Código Laboral de California, Órdenes de Salarios, regulaciones y/u otras disposiciones de la ley, que podrían haber sido alegadas basándose en los hechos alegados en la Acción, incluyendo pero no limitándose a reclamaciones por: (1) falta de pago de horas extras; (2) falta de pago de primas por periodos de comida; (3) falta de pago de primas por periodos de descanso; (4) falta de pago de salarios mínimos; (5) falta de pago puntual de salarios tras el despido; (6) falta de pago puntual de salarios durante el empleo; (7) falta de presentación de declaraciones salariales conformes; (8) falta de mantenimiento de los registros de nóminas requeridos; y (9) falta de reembolso de los gastos empresariales necesarios.

"Partes exoneradas" significa el demandado Barker Management, y cualquiera de sus respectivos funcionarios, directores, empleados, administradores, fiduciarios, fideicomisarios y agentes.

E. Adjudicación a los abogados del grupo

Los Abogados del Grupo solicitarán honorarios de abogados por un importe de hasta el treinta y tres por ciento (33%) del Importe Total del Acuerdo (es decir, hasta \$969,573.57) y el reembolso de las costas y gastos del litigio por un importe de hasta Cuarenta Mil Dólares (\$40,000), que se pagarán con cargo al Importe Total del Acuerdo, sujeto a la aprobación del Tribunal. Los Abogados de la Demanda Colectiva han estado procesando la Demanda en nombre de la Demandante y de los Miembros de la Demanda Colectiva sobre la base de honorarios condicionales (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todas las costas y gastos del litigio.

F. Pago de mejora a la Demandante

La Demandante solicitará la cantidad de Doce Mil Quinientos Dólares (\$12,500) como Pago de Mejora a la Demandante Dominique Davis en reconocimiento a sus servicios en relación con la Acción. El Pago de Mejora se pagará con cargo al Importe Total del Acuerdo, sujeto a la aprobación del Tribunal, y si se concede, se pagará a la Demandante además de su Pago Individual del Acuerdo al que tiene derecho en virtud del Acuerdo.

G. Gastos del Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no superará los Doce Mil Dólares (\$12,000) por los costes del proceso de notificación y administración del acuerdo, incluidos, entre otros, los gastos de notificación del Acuerdo a los Miembros del Grupo, la recepción y revisión de las solicitudes de exclusión, objeciones y/o disputas, si las hubiera, presentadas por los Miembros del Grupo, el cálculo de los Pagos Individuales del Acuerdo y la distribución de pagos y formularios fiscales en virtud del Acuerdo, y se pagará con cargo al Importe Bruto del Acuerdo sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el acuerdo

Si desea recibir dinero del Acuerdo, no tiene que hacer nada. Se le emitirá automáticamente su Pago Individual del Acuerdo a menos que decida excluirse del Acuerdo colectivo. A menos que decida excluirse del Acuerdo, quedará obligado por los términos del Acuerdo y por cualquier sentencia que pueda dictar el Tribunal en base al mismo, y se considerará que ha exonerado a las Partes Exoneradas de las Reclamaciones Exoneradas, tal y como se describe en la Sección III.D anterior. Como Miembro de la Clase, usted no será responsable por separado del pago de los honorarios de los abogados o de las costas y gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso usted será responsable de sus propios honorarios y gastos. Si reúne los requisitos para ser un Empleado PAGA, estará obligado a la exención de las Reclamaciones PAGA Exoneradas y se le emitirá su Pago PAGA Individual, independientemente de si se excluye o no del Acuerdo colectivo.

B. Solicitar la exclusión del acuerdo

Si no desea participar en el Acuerdo colectivo, puede solicitar su exclusión del Acuerdo colectivo presentando una solicitud de exclusión del Acuerdo por escrito y a tiempo al Administrador del Acuerdo en la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

La solicitud de exclusión debe (a) incluir su nombre completo; (b) incluir el nombre y el número de caso de la Acción (*Dominique Davis contra Barker Management, Inc.*, Caso Nº 21STCV04439); (c) incluir una declaración clara e inequívoca de que desea ser excluido del Acuerdo; (d) incluir su firma; y (e) ser enviada por correo al Administrador del Acuerdo a la dirección indicada anteriormente, con matasellos **no posterior a 21 de julio de 2023**.

Si el Tribunal concede la aprobación definitiva del Acuerdo, cualquier Miembro del grupo que presente una solicitud de exclusión del Acuerdo colectivo válida y a tiempo no tendrá derecho a recibir un Pago individual del Acuerdo, no estará obligado por el Acuerdo colectivo (ni por la exención de las Reclamaciones colectivas exoneradas indicada en la Sección III.D anterior) y no tendrá derecho a

objetar, apelar o hacer comentarios sobre el Acuerdo. Los Miembros del Grupo que no presenten una solicitud de exclusión del Acuerdo válida y a tiempo serán considerados Miembros del Grupo del Acuerdo y quedarán vinculados por todos los términos del Acuerdo, incluidos los relativos a la exoneración de las Demandas Colectivas Exoneradas indicados en la Sección III.D anterior, así como por cualquier sentencia que pueda dictar el Tribunal en base a los mismos.

No obstante lo anterior, todos los Empleados PAGA recibirán su parte del 25% del Pago PAGA (es decir, el Pago PAGA Individual) y estarán obligados al PAGA Liberado, independientemente de que presenten o no una Solicitud de Exclusión.

C. Objetar el Acuerdo

Puede objetar a los términos del Acuerdo siempre que no haya presentado una solicitud de exclusión del Acuerdo, presentando una objeción por escrito ("Notificación de Objeción") al Administrador del Acuerdo o presentando oralmente su objeción en la Audiencia de Aprobación Definitiva (puede comparecer en la Audiencia de Aprobación Definitiva y presentar una objeción oral sin presentar una objeción por escrito).

Una Notificación de Objeción por escrito debe (a) contener su nombre completo, dirección, número de teléfono, cuatro últimos dígitos de su número de la Seguridad Social y firma; (b) contener el nombre y el número de caso de la Acción (*Dominque Davis contra Barker Management, Inc.*, Caso n° 21STCV04439); (c) contener una declaración de la base legal y fáctica específica de cada argumento de objeción; (d) adjuntar copias de todos los papeles, escritos u otros documentos en los que se base la objeción; y (e) presentarse o llevar matasellos **no posterior a 21 de julio de 2023**.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una audiencia (la "Audiencia de Aprobación Definitiva") en el Departamento 10 del Tribunal Superior del Condado de Los Ángeles, ubicado en el Stanley Mosk Courthouse en 111 North Hill Street, Los Ángeles, California 90012 en **30 de agosto de 2023, a las 11:00 horas**, para determinar si el Acuerdo debe aprobarse definitivamente como justo, razonable y adecuado y si deben adjudicarse los honorarios de los abogados y las costas al Abogado del Grupo, el Pago de Mejora a la Demandante y los Gastos del Administrador del Acuerdo al Administrador del Acuerdo. Si el Tribunal dicta una orden y sentencia concediendo la aprobación definitiva del Acuerdo, se publicará una copia de esta orden y sentencia en el sitio web del Administrador del Acuerdo; para acceder a ella deberá navegar a la siguiente URL web: <https://www.phoenixclassaction.com/davis-v-baker-management/>

La audiencia podrá ser aplazada sin previo aviso a los Miembros del Grupo. No es necesario que comparezca en la Audiencia de Aprobación Definitiva, aunque puede comparecer si lo desea independientemente de si presentó o no una Notificación de Objeción.

Las comparecencias personales y telefónicas son una opción. Pude encontrar información relativa a las directrices COVID-19 más actuales del Tribunal en línea en: <https://www.lacourt.org/>. Puede encontrar información relativa a la comparecencia a distancia en línea en: <https://my.lacourt.org/laccwelcome>. Tenga en cuenta que puede haber plazos para reservar una comparecencia a distancia y que pueden aplicarse tasas o cargos. Las vistas ante el juez que supervisa este caso se están celebrando actualmente a distancia con la ayuda de un proveedor de servicios externo, CourtCall. Si ese sigue siendo el caso en el momento de la Audiencia de Aprobación Definitiva, los Miembros del Grupo que deseen comparecer en la Audiencia de Aprobación Definitiva deberán ponerse en contacto con los Abogados del Grupo para concertar una comparecencia a distancia a través de CourtCall, al menos tres (3) días antes de la audiencia si es posible. Cualquier tarifa de CourtCall por la comparecencia de un Miembro del Grupo que se oponga será abonada por el Asesor del Grupo.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Liquidación, debe revisar el Acuerdo de Liquidación detallado y otros documentos que obran en los archivos del Tribunal.

Puede consultar el Acuerdo de conciliación acudiendo al Juzgado Stanley Mosk, 111 North Hill Street, Los Ángeles, California, 90012, durante el horario de atención al público de cada día judicial y solicitando consultar los expedientes en papel. También puede acceder a los documentos presentados en la Demanda, en la medida en que se hayan creado imágenes para su acceso en línea, así como a la información básica relativa a las fechas de las vistas y las presentaciones en la Demanda, buscando el caso en el Portal de Acceso a Casos del sitio web del Tribunal (www.lacourt.org/casesummary/ui/). Pueden aplicarse tasas por acceder y/u obtener copias de documentos del Tribunal en persona o en línea. Para buscar y acceder a documentos e información en los sistemas del Tribunal, deberá utilizar el número de asunto.

Tenga en cuenta que, debido a la pandemia de COVID-19, puede haber limitaciones en el acceso a las instalaciones del tribunal. Por favor, visite el siguiente enlace para conocer los procedimientos de distanciamiento social más actuales del Tribunal y la información relativa al acceso a las instalaciones judiciales: <https://www.lacourt.org/courthouse/info/la>.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (800) 523-5773, O TAMBIÉN PUEDE PONERSE EN CONTACTO CON EL ABOGADO DEL GRUPO.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	712
Opt Out Rate	0%
Opt Outs Received	6
Total Class Claimants	706
Subtotal Admin Only	\$11,185.45

TOTAL COSTS	\$11,000.00
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August 8, 2023

Case: Davis v. Barker Management, Inc.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	4	\$400.00
Programming Database & Setup	\$100.00	4	\$400.00
Toll Free Setup*	\$140.00	2	\$280.00
Call Center & Long Distance	\$2.00	71	\$142.40
NCOA (USPS)	\$0.15	712	\$106.80
Total			\$1,329.20

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	712	\$106.80
Notice Packet & Opt-Out Form	\$0.95	712	\$676.40
Estimated Postage (up to 1 oz.)	\$0.60	712	\$427.20
Language Translation	\$0.30	3,261	\$978.30
Total			\$2,503.70

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$1.00	40	\$40.00
Remail Notice Packets	\$0.95	41	\$38.95
Estimated Postage	\$0.60	41	\$24.60
Programing Undeliverables	\$50.00	2	\$100.00
Total			\$423.55

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	4	\$400.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	6	\$30.00
Case Manager	\$85.00	4	\$340.00
Total			\$1,135.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	4	\$400.00
Disbursement Review	\$100.00	4	\$400.00
Programming Manager	\$95.00	3	\$285.00
QSF Fees, Bank Account & EIN	\$75.00	4	\$300.00
Check Run Setup & Printing	\$100.00	4	\$400.00
Mail Class Checks, W2 and 1099 *	\$1.00	706	\$706.00
Estimated Postage Checks, W2 and 1099	\$0.50	706	\$353.00
Total			\$2,844.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$11,185.45