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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR 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**

**[REVISED PROPOSED] ORDER  
GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: April 13, 2023  
Time: 10:30 a.m.  
Department: SSC10

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

1 This matter has come before the Honorable William F. Highberger in Department SSC10  
2 of the Superior Court of the State of California, for the County of Los Angeles, on April 13, 2023 at  
3 10:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for  
4 Justice, PC appears as counsel for Plaintiff Dominique Davis ("Plaintiff"), individually and on behalf  
5 of all others similarly situated and other aggrieved employees and FSG Lawyers PC appears as  
6 counsel for Defendant Barker Management, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters  
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for  
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
12 Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement  
13 (together, "Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to the  
14 Declaration of Brian J. St. John in Support of Plaintiff's Motion for Preliminary Approval of Class  
15 Action Settlement and as "EXHIBIT 1" to the Supplemental Declaration of Brian J. St. John in  
16 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, respectively.  
17 This is based on the Court's determination that the Settlement falls within the range of possible  
18 approval as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
20 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
21 Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate  
23 and reasonable. It appears to the Court that extensive investigation and research have been  
24 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective  
25 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial  
26 additional costs by all parties, as well as avoid the delay and risks that would be presented by the  
27 further prosecution of the cases. It further appears that the Settlement has been reached as the result  
28 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

1           4.       The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration  
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby,  
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final  
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted  
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available  
7 to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced  
8 against the probable outcome of further litigation relating to certification, liability, and damages  
9 issues.

10           5.       The Court concludes that, for settlement purposes only, the proposed Class meets  
11 the requirements for certification under section 382 of the California Code of Civil Procedure in  
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
14 community of interest amongst the members of the Class with respect to the subject matter of the  
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff  
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is  
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class  
18 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative  
19 of the Class.

20           6.       The Court conditionally certifies, for settlement purposes only, the Class, defined as  
21 follows:

22           All current and former hourly-paid or non-exempt employees who worked for  
23 Defendant within the State of California at any time during the period from February  
24 4, 2017 through March 15, 2022 .

24           7.       The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class  
25 ("Class Counsel").

26           8.       The Court provisionally appoints Plaintiff Dominique Davis as the representative of  
27 the Class ("Class Representative").

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1           9.           The Court provisionally appoints Phoenix Class Action Administration Solutions  
2 (“Phoenix Class Action Administration Solutions ”) to handle the administration of the Settlement  
3 (“Settlement Administrator”).

4           10.          Within twenty-one (21) calendar days of the date of this Order, Defendant shall  
5 provide the Settlement Administrator with the following information about each Class Member: (1)  
6 full name; (2) last known mailing address and phone number; (3) Social Security number; (4) start  
7 and end dates of active employment as an hourly and/or non-exempt employee of Defendant in  
8 California during the Class Period; and (5) such other information as is necessary for the Settlement  
9 Administrator to calculate Workweeks and PAGA Workweeks (collectively referred to as the “Class  
10 List”) in conformity with the Settlement Agreement.

11          11.          The Court approves, both as to form and content, the Notice of Class Action  
12 Settlement (“Class Notice”) attached hereto in English as “**EXHIBIT A**” and in Spanish as  
13 “**EXHIBIT B.**” The Class Notice shall be provided to Class Members in the manner set forth in  
14 the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately  
15 inform the Class Members of all material elements of the Settlement, of Class Members’ right to be  
16 excluded from the Class Settlement by submitting an opt out request, of Class Members’ right to  
17 dispute the Workweeks credited to each of them, and of each Settlement Class Member’s right and  
18 opportunity to object to the Settlement by mailing a written objection. The Court further finds that  
19 distribution of the Class Notice substantially in the manner and form set forth in the Settlement  
20 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this  
21 Order, meet the requirements of due process and shall constitute due and sufficient notice to all  
22 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class  
23 Notice by First-Class U.S. mail to all Class Members within seven (7) calendar days of receipt of  
24 the Class List, pursuant to the terms set forth in the Settlement Agreement.

25          12.          The Court hereby preliminarily approves the proposed procedure, set forth in the  
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
27 choose to be excluded from the Class Settlement by submitting a timely written opt out request in  
28 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,

1 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the  
2 Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice,  
3 the Response Deadline will be extended fifteen (15) . Any such person who timely and validly  
4 chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery  
5 under the Class Settlement and will not be bound by the Class Settlement or have any right to object,  
6 appeal, or comment thereon; however, if the Class Member worked during the PAGA Period, he or  
7 she will be a PAGA Employee, will still receive an Individual PAGA Payment, and will be bound  
8 by the PAGA Settlement, regardless of whether he or she submitted a timely and valid Request for  
9 Exclusion. Class Members who have not submitted a timely and valid request to be excluded from  
10 the Class Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement  
11 and any final judgment based thereon.

12 13. A Final Approval Hearing shall be held before this Court on  
13 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  
14 Department SSC10 of the Los Angeles County Superior Court, located at 312 North Spring Street,  
15 Los Angeles, CA 90012, to determine all necessary matters concerning the Settlement, including:  
16 whether the proposed settlement of the action on the terms and conditions provided for in the  
17 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a  
18 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation  
19 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class  
20 Members and PAGA Employees; and determine whether to finally approve the requests for the  
21 Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs.

22 14. Class Counsel shall file a motion for final approval of the Settlement and for  
23 Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with  
24 the appropriate declarations and supporting evidence, including the Settlement Administrator’s  
25 declaration, by \_\_\_\_\_, to be heard  
26 at the Final Approval Hearing.

27 15. To object to the Settlement, a Class Member must mail the Settlement Administrator  
28 a written notice of objection on or before the Response Deadline. The objection must be signed and

1 must contain the information that is required, as set forth in the Class Notice, including and not  
2 limited to the grounds for the objection. In addition to or as an alternative to submitting a written  
3 objection, Settlement Class Members, individually or through counsel, may present their objection  
4 orally at the Final Approval Hearing.

5 16. The Settlement is not a concession or admission, and shall not be used against  
6 Defendant as an admission or indication with respect to any claim of any fault or omission by  
7 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any  
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
9 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or  
10 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,  
11 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,  
12 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the  
13 implementation, interpretation, or enforcement of the Settlement.

14 17. In the event the Settlement does not become effective in accordance with the terms  
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled  
16 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
17 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
18 Settlement Agreement.

19 18. The Court reserves the right to adjourn or continue the date of the Final Approval  
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
21 Members, and retains jurisdiction to consider all further applications arising out of or connected with  
22 the Settlement.

23 **IT IS SO ORDERED.**

24  
25 Dated: \_\_\_\_\_

25 By: \_\_\_\_\_  
26 The Honorable WILLIAM F. HIGHBERGER  
26 Judge of the Superior Court

# **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 [insert date], 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 **[Preliminary Approval Date]**. 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 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  
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 Thousand Dollars (\$2,900,000.00) (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-five percent (35%) of the Total Settlement Amount (i.e., up to \$1,015,000.00) 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 [REDACTED] 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 [REDACTED] 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 [Response Deadline]**.

**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 \$ [REDACTED]. 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 \$ [REDACTED].**

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-five percent (35%) of the Total Settlement Amount (i.e., up to \$1,015,000) 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:

[Settlement Administrator]

[Address]

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 [Response Deadline]**.

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 [Response Deadline]**.

## **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 **DATE, at TIME**, 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: **[insert]**

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/](http://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: **[INSERT]**, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

# **EXHIBIT B**

## **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 [insert date], 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 Período 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 períodos 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 **[Preliminary Approval Date]**. 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 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  
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 Mil Dólares (\$2,900,000.00) (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 cinco por ciento (35%) del Importe Total del Acuerdo (es decir, hasta \$1,015,000.00) 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 *prorrataada* 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 *prorrataada* 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 [ ] 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 [ ] 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 **[Response Deadline]** 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 \$\_\_\_\_\_. 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 \$\_\_\_\_\_.**

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 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 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 cinco por ciento (35%) del Importe Total del Acuerdo (es decir, hasta \$1,015,000) 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:

[Settlement Administrator]  
[Address]

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 N° 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 [Response Deadline]**.

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 [Response Deadline]**.

### **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 **DATE, a las TIME**, 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: **[insert]**

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. Puede 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/](http://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: [INSERT], O TAMBIÉN PUEDE PONERSE EN CONTACTO CON EL ABOGADO DEL GRUPO.**