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Attorneys for Plaintiff

**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,

vs.

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 BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Dominique
Davis); and [Proposed] Order filed
concurrently herewith]

Date: March 15, 2023
Time: 10:30 a.m.
Department: SSC10

Complaint Filed: February 23, 2021
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Dominique Davis (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade and litigated over
24 1,000 class action or representative action cases.

25 4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor’s degree from the University of California, San Diego in 2010 and earned my Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. I was admitted to practice law in California in 2015. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was employed as general counsel for a DMHC licensed discount dental plan.

**EXAMPLES OF RESULTS IN WAGE AND HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC413498.

3 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national property management company involving
5 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC430918.

8 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national retailer involving allegations of misclassification of
10 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
11 certification. On August 26, 2013, the court granted final approval of the class action settlement.
12 The Los Angeles County Superior Court Case Number is BC424012.

13 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a bank, involving allegations of
15 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
16 granted final approval of the class and PAGA representative action settlement. The Kern County
17 Superior Court Case Number is S-1500-CV-273194-LHB.

18 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a national wholesale distributor of
20 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
21 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
22 representative action settlement. The Sacramento County Superior Court Case Number is 34-
23 2012-00136285.

24 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class action against a multinational corporation that provides global workplace
26 solutions, involving allegations of misclassification of the “Operations Manager” position. On
27 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
28 County Superior Court Case Number is BC478769.

1 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national retailer of household
3 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
4 final approval of the class and PAGA representative action settlement. The San Francisco County
5 Superior Court Case Number is CGC-13-532344.

6 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action involving allegations of misclassification of
8 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
9 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
10 the class and PAGA representative action settlement. The Los Angeles County Superior Court
11 Case Number is BC474784.

12 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of upscale
14 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
15 granted final approval of the class and PAGA representative action settlement. The Los Angeles
16 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
17 Coordination Proceeding Number is 4794.

18 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
20 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
21 settlement. The Los Angeles County Superior Court Case Number is BC488069.

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
26 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.

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1 m) LFJ represented the plaintiff in a PAGA representative action against a real
2 estate and property management company, on behalf of non-exempt employees. On November 4,
3 2016, the court granted approval of the PAGA representative action settlement. The Orange
4 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
7 exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
16 employer's motion to compel arbitration, which resulted in a published opinion by the California
17 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
18 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
19 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
20 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

21 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a consumer packaging company, on
23 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
24 and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Number is BC590429.

26 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a manufacturer of food service
28 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final

1 approval of the class and PAGA representative action settlement. The Orange County Superior
2 Court Case Number is 30-2015-00810013-CU-OE-CXC.

3 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a lumber and hardware company on
5 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
6 and PAGA representative action settlement. The Orange County Superior Court Case Number is
7 30-2014-00747750-CU-OE-CXC.

8 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a property management company, on behalf of non-exempt
10 employees. On June 14, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC586234.

13 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
14 representative action against a food company on behalf of non-exempt employees. On June 30,
15 2017, the court granted final approval of the class and PAGA representative action settlement. The
16 Sacramento County Superior Court Case Number is 34-2015-00175871.

17 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a chocolate company on behalf of non-exempt employees. On July
19 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
20 The Alameda County Superior Court Case Number is RG15764300.

21 w) LFJ represented the plaintiff in a PAGA representative action, against the
22 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
23 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
24 Los Angeles County Superior Court Case Number is BC569664.

25 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a manufacturer of plastic containers on behalf of non-exempt
27 employees. On October 31, 2017, the court granted final approval of the class and PAGA
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1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC577233.

3 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On December 11, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC569646.

8 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a property management company
10 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
11 approval of the class and PAGA representative action settlement. The Los Angeles County
12 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
13 Number is 4819.

14 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a global provider of flexible office
16 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
17 representative action settlement. The Los Angeles County Superior Court Case Number is
18 BC498401.

19 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
21 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
22 County Superior Court Case Number is VCU264528.

23 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a behavioral health service provider on behalf of non-exempt
25 employees. On November 13, 2018, the court granted final approval of the class and PAGA
26 representative action settlement. The Alameda County Superior Court Case Number is
27 RG16811450.

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1 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 PAGA representative action against a global provider of products and services to the energy
3 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
4 granted approval of the PAGA representative action settlement. The Kern County Superior Court
5 Case Number is S-1500-CV-280215-SDC.

6 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
8 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
9 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
10 Council Coordination Proceeding Number is 4886.

11 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
13 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
14 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
15 and the Judicial Council Coordination Proceeding Number is 4921.

16 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of apparel and
18 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
19 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
20 court granted final approval of the class and PAGA representative action settlement. The
21 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

22 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
23 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
24 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
25 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
26 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
27 of the PAGA representative action settlement. The San Diego County Superior Court Case
28 Number is 34-2015-00175330.

ii) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

jj) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

PRELIMINARY APPROVAL

7. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by

1 and between Plaintiff Dominique Davis (“Plaintiff”), individually and on behalf of all others
2 similarly situated and other aggrieved employees, on the one hand, and Defendant Barker
3 Management, Inc. (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and
4 their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”),
5 which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the
6 Court approve it as well.

7 8. Based on information provided by Defendant, the Class is estimated to consist of
8 approximately six hundred eleven (611) individuals.

9 9. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
10 matter has translated into tangible monetary benefits for the Class Members in the following
11 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
12 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
13 favorably with other similar class action settlements of this type given the strengths and
14 weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would
15 have only increased significantly had the case progressed through certification, trial, and/or
16 appeals.

17 10. Class Counsel has litigated the case for over two years, and was actively preparing
18 the matter for class certification and trial. The Parties have engaged in extensive settlement
19 negotiations and participated in a formal, full-day mediation conducted by Paul Grossman, Esq.,
20 a well-respected mediator experienced in mediating complex labor and employment matters. Prior
21 to and during the mediation and settlement discussions, the Parties exchanged class information
22 and engaged in an extensive discussion regarding their evaluations of the case and various aspects
23 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
24 Parties of proceeding with class certification and/or representative adjudication, the law relating
25 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
26 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
27 other things. During all settlement discussions, the Parties conducted their negotiations at arm’s
28 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was

not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, informal discovery, and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members and the Released PAGA Claims of Plaintiff, PAGA Employees, and the State of California, against the Released Parties.

11. The Parties used the pre-mediation time to investigate the veracity, strength, and scope of the claims, and Class Counsel was preparing the action for class certification and trial. Prior to engaging in mediation, Plaintiff conducted significant investigation and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to employment records of Plaintiff and other Class Members, a detailed sampling of Class Members' time and pay data, Barker Management Employee Handbook, company policy acknowledgements, internal memoranda, job descriptions, new hire orientation checklists, operations and employment practices, forms, procedures, and policies (including but not limited to, Meal & Rest Periods & Acknowledgement Form, Attendance and Punctuality policy, Attire and Grooming policy, and Hours of Work and Overtime policy), among other information and documents. Class Counsel interviewed Plaintiff and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

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12. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

13. The Settlement provides for a Total Settlement Amount of two million nine hundred thousand dollars and no cents (\$2,900,000.00). The Net Settlement Amount is the Total Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration Costs to Settlement Administrator, and the PAGA Amount allocated to penalties under PAGA. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount is currently estimated to be one million three hundred twenty thousand five hundred dollars and no cents (\$1,320,500.00). The Total Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

14. The Parties have agreed to retain Phoenix Class Action Administration Solutions ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration. The Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve as the Settlement Administrator. Defendant will provide Phoenix with a list of Class Members that Defendant will compile from its records, which will include each Class Member's full name; last known mailing address and phone number; Social Security number; start and end dates of active employment as an hourly and/or non-exempt employee of Defendant in California during the Class Period; and such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Workweeks ("Class List"), and Phoenix will calculate each Settlement Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Payment") and each PAGA Employee's *pro rata* share of the twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). Phoenix will also receive requests for exclusion from the Settlement, objections to the Settlement, and disputes regarding

1 Workweeks and/or PAGA Workweeks; provide necessary reports and declarations; calculate,
2 subtract, and transmit necessary taxes and withholdings; prepare and submit informational and
3 other tax filings and documents; issue and transmit all payments provided for by the Settlement,
4 including and not limited to, mailing Individual Settlement Payment checks to the Settlement Class
5 Members and Individual PAGA Payment checks to PAGA Employees; and perform any other
6 usual and customary duties for administering a class action settlement. Settlement Administration
7 Costs are currently estimated not to exceed twelve thousand dollars and no cents (\$12,000.00)
8 and will be paid out of the Total Settlement Amount, subject to approval of the Court.

9 15. Based on investigation and information discovered, Class Counsel believes that
10 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
11 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
12 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
13 rest periods and to pay associated premium pay, failed to timely pay wages during employment
14 and upon termination of employment, failed to provide compliant wage statements, failed to
15 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
16 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
17 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
18 also asserted that Class Members were expected to perform similar job duties and were subject to
19 the same or similar operations and employment policies, practices, and procedures. Additionally,
20 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and the Class
21 Members were substantially the same during the time period at issue. As a result, Plaintiff claims
22 that the Class Members, were uniformly not paid all of the compensation that was owed to them
23 by Defendant since February 4, 2017. Thus, in Class Counsel's view, it is clear that the outcome
24 of this litigation would be determined by Defendant's uniform operations and employment
25 practices, policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-
26 exempt employees in California during the Class Period.

27 16. Class Counsel is aware of the defenses and position of Defendant, but believes that
28 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken

1 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
2 delays inherent in such litigation, including those involved in class certification and/or
3 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
4 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
5 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
6 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
7 complex labor and employment matters.

8 17. Defendant, on the other hand, denied and continues to deny any liability and
9 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
10 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
11 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
12 have also had the opportunity to interview witnesses and review documents and information
13 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
14 operations and employment policies, practices, and procedures. The Parties also reviewed and
15 analyzed a large volume of documents and data, including but not limited to a detailed sampling
16 of Class Members' time and pay information, to determine the potential value and strength of the
17 claims. The available information enabled Class Counsel to estimate the potential claims of the
18 Class and prepare damages/valuation models. Accordingly, the Parties have conducted adequate
19 investigation and discovery to be sufficiently informed of the nature and extent of the Class
20 Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness,
21 adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement
22 given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both
23 sides that would attend further litigation. The Settlement takes into account the strengths and
24 weaknesses of each side's position and the uncertainty of how the case might have concluded at
25 certification, trial, and/or appeals.

26 18. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
27 in an amount of up to thirty-five percent (35%) of the Total Settlement Amount
28 (i.e., \$1,015,500.00) and expenses and costs in an amount not to exceed forty thousand dollars and

no cents (\$40,000.00), which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

19. The Settlement Agreement provides for payment of up to twelve thousand five hundred dollars and no cents (\$12,500.00) to Plaintiff as an Enhancement Payment to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would facilitate pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to her Individual Settlement Payment and Individual PAGA Payment, for her services on behalf of the Class, PAGA Employees, and the State of California.

20. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this seventeenth day of February, 2023 at Glendale, California.



Brian J. St. John

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Dominique Davis
4 (“Plaintiff” or “Class Representative”), individually, on behalf of all others similarly situated and on
5 behalf of the State of California with respect to aggrieved employees, and Defendant Barker
6 Management, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined
8 herein), the State of California as to the employment of PAGA Employees (as defined herein) and on
9 Defendant, subject to the terms and conditions hereof and the approval of the Court.

10 **RECITALS**

11 1. On February 4, 2021, Plaintiff filed a Class Action Complaint for Damages against
12 Defendant in the Superior Court of California for the County of Los Angeles, Case No. 21STCV04439
13 (the “Class Action”), alleging nine (9) causes of action for violation of the California Labor Code for
14 failure to pay overtime wages, failure to provide meal periods and premium payments in lieu thereof,
15 failure to provide rest periods and premium payments in lieu thereof, failure to pay minimum wages,
16 failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to
17 provide compliant wage statements, failure to maintain complete and accurate payroll records, and
18 failure to reimburse necessary business expenses, and one (1) cause of action under the California
19 Business & Professions Code § 17200, *et seq.* for the aforementioned alleged conduct.

20 2. On July 6, 2021, Plaintiff submitted notice to the California Labor & Workforce
21 Development Agency (“LWDA”) and Defendant of her intent to pursue civil penalties under the Private
22 Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* (“PAGA Letter”).

23 3. On September 9, 2021, Plaintiff filed a Complaint for Enforcement Under the Private
24 Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* against Defendant in the Superior Court of
25 California for the County of Los Angeles, Case No. 21STCV33269 (the “PAGA Action”) (together with
26 the Class Action, the “Actions”), alleging a single cause of action for penalties under Private Attorneys
27 General Act, Cal. Labor Code § 2698, *Et Seq.* (“PAGA”), for violations of multiple provisions of the
28 California Labor Code and applicable Industrial Welfare Commission Wage Orders.

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

3 5. Defendant denies all material allegations set forth in the Actions and has asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendant desires to fully and finally settle the Actions, Released Class Claims, and Released PAGA
6 Claims.

7 6. Class Counsel in the Actions diligently investigated the class and PAGA claims against
8 Defendant, including any and all applicable defenses and the applicable law, and through formal and
9 informal discovery methods, obtained and reviewed extensive information, data, and documents to
10 assess the claims and allegations.

11 7. On December 15, 2021, counsel for the Parties participated in mediation with Paul
12 Grossman, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and, with
13 the assistance of the Mediator’s evaluations, the Parties accepted the Mediator’s Proposal and reached
14 the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-
15 length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential
16 liability and exposure in relation to the costs and risks associated with continued litigation. Based on
17 the documents produced, as well as Class Counsel’s own independent investigation and evaluation,
18 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
19 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
20 Class Members, State of California, and PAGA Employees in light of all known facts and
21 circumstances, including the risk of significant delay and uncertainty associated with litigation and
22 various defenses asserted by Defendant.

23 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
25 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not
26 approved, it will be of no force or effect, and the Parties shall be returned to their original respective
27 positions.

28 ///

DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 13 below.

b. “Class Counsel” means Edwin Aiwasian, Arby Aiwasian, Joanna Ghosh, and Brian J. St. John of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s full name, last known mailing address, last known telephone number, Social Security Number, start and end dates worked as an hourly-paid or non-exempt employees of Defendant in California during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks (as defined below) and PAGA Workweeks (as defined below).

d. “Class Member(s)” or “Class” mean 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.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as “**Exhibit A.**”

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

g. “Class Representative” or “Plaintiff” means Dominique Davis.

h. “Class Settlement” means the settlement and resolution of all Released Class Claims.

i. “Complaints” means, collectively, the Class Action Complaint for Damages filed on February 4, 2021 in the Class Action and the Complaint for Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* filed on September 9, 2021 in the PAGA

1 Action.

2 j. "Court" means the Superior Court of the State of California for the County of
3 Los Angeles.

4 k. "Defendant" means Barker Management, Inc.

5 l. "Defendant's Counsel" means FSG Lawyers PC.

6 m. "Effective Date" means the date when all of the following events have occurred:
7 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's
8 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
9 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
10 Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and
11 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the
12 Court entered a Final Approval Order and Judgment; and (6) in the event there are objections to the
13 Class Settlement which are not later withdrawn or denied, the later of the following events: five
14 business days after the period for filing any appeal, writ, or other appellate proceeding opposing the
15 Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate
16 proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the
17 Court's Final Approval Order and Judgment has been filed, five business days after any appeal, writ,
18 or other appellate proceedings opposing the Court's Final Approval Order and Judgment has finally
19 and conclusively dismissed with no right to pursue further remedies or relief.

20 n. "Employer Taxes" means the employer's share of taxes and contributions in
21 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
22 in addition to the Total Settlement Amount.

23 o. "Enhancement Payment" means the amount to be paid to Plaintiff in recognition
24 of her effort and work in prosecuting the Actions on behalf of the Class Members and PAGA
25 Employees, as set forth in Paragraph 14 below.

26 p. "Final Approval" means the determination by the Court that the Settlement is
27 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

28 ///

1 q. “Final Approval Hearing” means the hearing at which the Court will consider
2 and determine whether the Settlement should be granted Final Approval.

3 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
4 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
5 calculated in accordance with Paragraph 18.

6 s. “Individual Settlement Payment” means the net payment of each Settlement
7 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
8 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
9 Paragraph 28 below.

10 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
11 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in
12 accordance with Paragraph 17.

13 u. “LWDA Payment” means the amount of Three Hundred Seventy-Five Thousand
14 Dollars (\$375,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the
15 California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set
16 forth in Paragraph 16.

17 v. “Net Settlement Amount” means the portion of the Total Settlement Amount that
18 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less
19 the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and
20 Attorneys’ Fees and Costs.

21 w. “Notice of Objection” means a Class Member’s written objection to the Class
22 Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the
23 objector’s full name, signature, address, telephone number, and the last four (4) digits of his or her
24 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
25 by any legal support for such objection; (d) include copies of any papers, briefs, or other documents
26 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
27 specified address, postmarked on or before the Response Deadline.

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1 x. “PAGA Amount” means the allocation of Five Hundred Thousand Dollars
2 (\$500,000.00) from the Total Settlement Amount for the PAGA Settlement. Seventy-five percent
3 (75%) of the PAGA Amount, or \$375,000.00, will be paid to the LWDA (i.e., the LWDA Payment)
4 and the remaining twenty-five percent (25%) or, \$125,000.00, will be distributed to PAGA Employees
5 based on their PAGA Workweeks (i.e., the PAGA Employee Amount).

6 y. “PAGA Employees” means all Class Members employed by Defendant at any
7 time during the PAGA Period.

8 z. “PAGA Employee Amount” means the amount of One Hundred Twenty-Five
9 Thousand Dollars (\$125,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA
10 Employees on a *pro rata* basis based on their PAGA Workweeks.

11 aa. “PAGA Period” means the time period from July 6, 2020, through March 15,
12 2022.

13 bb. “PAGA Settlement” means the settlement and resolution of Released PAGA
14 Claims.

15 cc. “PAGA Workweeks” means the number of Workweeks each PAGA Employee
16 worked for Defendant during the PAGA Period.

17 dd. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
18 Plaintiff or Defendant.

19 ee. “Preliminary Approval” means entry of the Court order granting preliminary
20 approval of the Settlement Agreement.

21 ff. “Released Class Claims” means any and all claims, debts, liabilities, demands,
22 obligations, guarantees, costs, expenses, damages, or causes of action which were alleged or which
23 could have been alleged based on the factual allegations in the Complaints, arising during the Class
24 Period, under any federal, state or local law, and shall specifically include claims for Defendant’s
25 alleged failure to pay wages for work performed (including and not limited to regular, minimum, and
26 overtime minimum wages), provide compliant meal and rest periods and associated premium
27 payments, timely pay wages during employment and upon termination, provide compliant wage
28 statements, maintain complete and accurate payroll records, and reimburse necessary business-related

1 expenses, unfair or unlawful business practices pursuant to California Business and Professions Code
2 sections 17200, *et seq.*, based on the aforementioned, and any violation of California Labor Code
3 arising from or related to the aforementioned, including, violation of California Labor Code sections
4 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800,
5 2802, and Industrial Welfare Commission Wage Orders.

6 gg. “Released PAGA Claims” means any and all claims arising from any of the
7 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
8 Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, including for
9 Defendant’s alleged failure to pay wages for work performed (including and not limited to regular,
10 minimum, and overtime wages), provide compliant meal and rest periods and associated premium
11 payments, timely pay wages during employment and upon termination, provide compliant wage
12 statements, maintain complete and accurate payroll records, and reimburse necessary business-related
13 expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
14 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission
15 Wage Orders, *inter alia*, Wage Orders 4-2001 and 5-2001.

16 hh. “Released Parties” means Defendant and its respective owners, agents, attorneys,
17 insurers, past and present companies, divisions, affiliates, DBAs (if any), predecessors, successors,
18 shareholders, officers, directors, managers, management employees, trustees, representatives,
19 administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or
20 any and all persons and/or corporate entities acting by, through, under, or in concert with any of them.

21 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
22 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
23 of the Class Action; (b) contain the full name, signature, address, telephone number, and the last four
24 (4) digits of the Social Security Number of the Class Member requesting exclusion from the Class
25 Settlement; (c) clearly state that the Class Member does not wish to be included in the Class
26 Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address,
27 postmarked on or before the Response Deadline.

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1 jj. “Response Deadline” means the deadline by which Class Members must submit
2 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks and/or PAGA
3 Workweeks credited to them, which shall be the date that is sixty (60) calendar days from the initial
4 mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or
5 Federal holiday, in which case the Response Deadline will be extended to the next day on which the
6 U.S. Postal Service is open. The Response Deadline may also be extended by express agreement
7 between Class Counsel and Defendant’s Counsel. Under no circumstances, however, will the
8 Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class
9 Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the
10 extended by fifteen (15) calendar days from the original Response Deadline.

11 kk. “Settlement Administrator” means Phoenix Class Action Administration
12 Solutions, or any other third-party class action settlement administrator agreed to by the Parties and
13 approved by the Court for purposes of administering this Settlement. The Parties and their counsel
14 each represent that they do not have any financial interest in the Settlement Administrator or otherwise
15 have a relationship with the Settlement Administrator that could create a conflict of interest.

16 ll. “Settlement Administration Costs” means the costs payable from the Total
17 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
18 Settlement, as set forth in Paragraph 15 below.

19 mm. “Settlement Class Members” means all Class Members who do not submit a
20 timely and valid Request for Exclusion.

21 nn. “Total Settlement Amount” means the total amount of Two Million Nine
22 Hundred Thousand Dollars (\$2,900,000.00) to be paid by Defendant in full resolution of the Actions,
23 Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,
24 Enhancement Payment, PAGA Amount, Net Settlement Amount to be paid to the Settlement Class
25 Members, and Settlement Administration Costs. Defendant shall pay the Employer Taxes separately
26 and in addition to the Total Settlement Amount. The Total Settlement Amount is subject to increase,
27 as provided in Paragraph 40 below.

28 ///

oo. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator by determining the total number of any 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 Class Member will be credited with at least one (1) Workweek.

CLASS CERTIFICATION

10. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

12. Funding and Disbursement of the Total Settlement Amount.

a. Establishing the Qualified Settlement Account. After Final Approval, the Settlement Administrator will provide the Parties with an accounting estimate of the contemplated amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement.

b. Funding the Total Settlement Amount.

i. Within thirty (30) calendar days of Final Approval, Defendant will make a deposit of fifty percent of the Total Settlement Amount (i.e., \$1,450,000.00), plus an amount sufficient to pay Employer Taxes, into the qualified settlement account established by the Settlement Administrator (“First

Installment”).

- ii. Eight (8) months after the funding of the First Installment, Defendant will make a deposit of the remaining fifty percent of the Total Settlement Amount (i.e., \$1,450,000.00), plus an amount sufficient to pay Employer Taxes, into the qualified settlement account established by the Settlement Administrator (“Second Installment”).
- iii. To the extent that any payment due date set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

c. Disbursement of Total Settlement Amount.

- i. Within seven (7) calendar days of the funding of the First Installment, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members and Enhancement Payment to Plaintiff. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities.
- ii. Within seven (7) calendar days of the funding of the Second Installment, the Settlement Administrator will issue the Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Attorneys’ Fees and Costs to Class Counsel, and the Settlement Administration Costs to itself.

13. Attorneys’ Fees and Costs. Class Counsel will request and Defendant will not oppose attorneys’ fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$1,015,000.00 if the Total Settlement Amount is \$2,900,000.00) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, in an amount not to exceed forty thousand dollars (\$40,000.00), both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to

1 be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including
2 any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely
3 and legally responsible for correctly characterizing this compensation for tax purposes and for paying
4 any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel,
5 the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or
6 utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing
7 so shall be paid separately by Class Counsel and shall not be included within the Settlement
8 Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel
9 shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court's
10 ruling on the request for Attorneys' Fees and Costs shall not affect the enforceability of this
11 Agreement or the terms contained herein.

12 14. Enhancement Payment. In recognition of her efforts and work in prosecuting the
13 Actions, Defendant agrees not to oppose or impede any application or motion for an Enhancement
14 Payment in an amount up to Twelve Thousand Five Hundred Dollars (\$12,500.00). The Enhancement
15 Payment, which will be paid from the Total Settlement Amount, subject to Court approval, will be in
16 addition to her Individual Settlement Payment as a Settlement Class Member and Individual PAGA
17 Payment as a PAGA Employee. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff
18 for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly
19 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
20 Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes,
21 penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the
22 Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference
23 between the lesser amount approved by the Court and the amount allocated toward the Enhancement
24 Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members. The
25 Court's ruling on the request for the Enhancement Payment shall not affect the enforceability of this
26 Agreement or the terms contained herein.

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1 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
2 reasonable costs of administration of the Settlement and distribution of payments under the
3 Settlement, which is currently estimated not to exceed Twelve Thousand Dollars (\$12,000.00). These
4 costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include,
5 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
6 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
7 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
8 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
9 requested by the Parties. To the extent actual Settlement Administration Costs are greater than the
10 estimated amount stated herein, such excess amount will be deducted from the Total Settlement
11 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
12 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
13 Administrator to undertake the requirement settlement administration duties will be part of the Net
14 Settlement Amount for the benefit of Settlement Class Members.

15 16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
16 Five Hundred Thousand Dollars (\$500,000.00) from the Total Settlement Amount will be allocated
17 toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*
18 (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$375,000.00, will be paid to the
19 LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$125,000.00, will be distributed
20 to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on PAGA
21 Workweeks during the PAGA Period (i.e., the Individual PAGA Payments).

22 17. Individual Settlement Share Calculations. Individual Settlement Shares will be
23 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
24 Workweeks, as follows:

25 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
26 divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated
27 Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated
28 Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be

1 eligible to receive under the Class Settlement.

2 b. After Final Approval of the Settlement, the Settlement Administrator will divide
3 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final
4 Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final
5 Workweek Value to yield his or her Individual Settlement Share.

6 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
7 and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of
8 PAGA Workweeks as follows:

9 a. After Preliminary Approval, the Settlement Administrator will divide the PAGA
10 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of PAGA Workweeks of all
11 PAGA Employees to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s
12 individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA
13 Payment.

14 b. After Final Approval, the Settlement Administrator will divide the PAGA
15 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of PAGA Workweeks of all
16 PAGA Employees to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s
17 individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA
18 Payment.

19 19. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
20 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
21 are issued to the payee. It is expressly understood and agreed that payments made under this
22 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to
23 additional compensation or benefits under any compensation or benefit plan or agreement in place
24 during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee
25 to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits
26 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
27 that might have been in effect during the Class Period).

28 ///

1 20. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
2 Approval, Defendant will provide the Class List to the Settlement Administrator.

3 21. Notice by First-Class U.S. Mail.

4 a. Within seven (7) calendar days after receiving the Class List from Defendant,
5 the Settlement Administrator will perform a search based on the National Change of Address Database
6 or any other similar services available, such as provided by Experian, for information to update and
7 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the
8 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
9 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

10 b. With respect to Class Notices that are returned as undeliverable on or before the
11 Response Deadline, after the initial mailing of the Class Notice, the Settlement Administrator will
12 perform a single search for an alternate address by way of skip-trace and perform a single re-mailing
13 of the Class Notice within five (5) calendar days.

14 22. Dispute Regarding Workweeks and/or PAGA Workweeks. Class Members will have an
15 opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which they have been
16 credited, as reflected in their respective Class Notices. In order to dispute Workweeks and/or PAGA
17 Workweeks, Class Members must submit a written letter to the Settlement Administrator that must: (a)
18 contain the case name and number of the Class Action; (b) contains the full name, signature, address,
19 telephone number, and the last four (4) digits of the Social Security Number of the disputing Class
20 Member; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA
21 Workweeks credited to him or her and what he or she contends is the correct number(s) to be credited
22 to him or her; (d) include information and/or attache documentation demonstrating that the number of
23 Workweeks and/or PAGA Workweeks that he or she contends should be credited to him or her are
24 correct; and (f) be returned by mail to the Settlement Administrator at the specified address,
25 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
26 envelope on the submission will be the exclusive means to determine whether a dispute has been
27 timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they
28 pertain to the number of Workweeks and/or PAGA Workweeks to be credited to a disputing Class

1 Member, Defendant's records will be presumed correct and determinative of the dispute. However, if
2 a Class Member produces information and/or documents to the contrary, the Settlement Administrator
3 will evaluate the materials submitted by the Class Member and the Settlement Administrator will
4 resolve and determine the number of eligible Workweeks and/or PAGA Workweeks that the disputing
5 Class Member should be credited with under the Settlement. The Settlement Administrator's decision
6 on such disputes will be final and non-appealable.

7 23. Settlement Checks. The Settlement Administrator will be responsible for undertaking
8 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
9 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
10 PAGA Employees in accordance with the Settlement Agreement. Each Individual Settlement Payment
11 and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
12 calendar days from the date the checks are issued, and thereafter, shall be canceled. Pursuant to
13 California Code of Civil Procedure Section 384, all funds associated with such cancelled checks will
14 be transmitted to Legal Aid at Work. After funds from the canceled checks are transferred to Legal
15 Aid at Work, Class Counsel will submit to the Court an amended judgment specifying the amount of
16 such funds to be transferred in compliance with California Code of Civil Procedure § 384 and 384.5 and
17 Government Code § 68520. The Parties each represent that they do not have any significant financial
18 interest, affiliation, or involvement with the proposed *cy pres* recipient. The Settlement Administrator
19 may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under
20 applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual
21 Settlement Payment checks or Individual PAGA Payment checks. To the extent that the Settlement
22 Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to
23 taxing authorities for the employer's and employees' share of taxes, contributions, and/or withholding
24 associated with canceled Individual Settlement Payments, all such amounts shall also be transmitted to
25 Legal Aid at Work. Settlement Class Members whose Individual Settlement Payment checks are
26 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual
27 PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

28 ///

1 24. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
2 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
3 Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the
4 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
5 been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
6 Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and
7 also identify the individuals who have submitted a timely and valid Request for Exclusion in a
8 declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class
9 Member who submits a Request for Exclusion is prohibited from making any objection to the Class
10 Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be
11 bound by the Class Settlement and will not be issued an Individual Settlement Payment. The portion
12 of the Net Settlement Amount allocated to Class Members who submit a timely and valid Request for
13 Exclusion will be distributed to all Settlement Class Members on a *pro rata* basis, based on their
14 Workweeks. Any Class Member who does not affirmatively request exclusion from the Class
15 Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of
16 the Class Settlement, including and not limited to those pertaining to the settlement and release of
17 Released Class Claims, as well as any judgment that may be entered by the Court based thereon, if it
18 grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be
19 bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of
20 whether they submit a Request for Exclusion.

21 25. Procedures for Objecting to the Class Settlement. Class Members who do not submit a
22 timely and valid Request for Exclusion (i.e., Settlement Class Members), may object to the Class
23 Settlement by submitting a timely and complete Notice of Objection to the Settlement Administrator,
24 by mail, on or before the Response Deadline. The Notice of Objection must be signed by the
25 Settlement Class Member and contain all information required by the Settlement Agreement. The
26 postmark date will be deemed the exclusive means for determining that the Notice of Objection is
27 timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
28 Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order

1 and Judgment. In addition to or as an alternative to submitting a written Notice of Objection,
2 Settlement Class Members, individually or through counsel, may present their objection orally at the
3 Final Approval Hearing. The Settlement Administrator will certify jointly to Class Counsel and
4 Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones
5 were timely and complete and which were not), and also attach them to a declaration that is to be filed
6 with the Court in advance of the Final Approval Hearing.

7 26. Reports by the Settlement Administrator Regarding Settlement Administration. The
8 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
9 certifies: (a) the number of Class Members who have submitted a dispute of Workweeks and/or PAGA
10 Workweeks; (b) the number of Class Members who have submitted Requests for Exclusion or Notices
11 of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the
12 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
13 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
14 when it receives a request from an individual or any other entity regarding inclusion in the Class
15 and/or Settlement or regarding a dispute of Workweeks and/or PAGA Workweeks.

16 27. Certification of Completion. Upon completion of administration of the Settlement, the
17 Settlement Administrator will provide a written declaration under oath to certify such completion to
18 the Court and counsel for all Parties.

19 28. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
20 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
21 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
22 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
23 will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator
24 will withhold the employee's share of taxes and withholdings with respect to the wages portion of the
25 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
26 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
27 withholdings). The Employer Taxes will be paid by Defendant separately and in addition to the Total
28 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)

penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

29. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes, advising Defendant's Counsel of the total amount owed for Employer Taxes, and forwarding all employee's and employer's payroll taxes, contributions, and withholdings as to the wage portion of the Individual Settlement Shares to the appropriate government authorities.

30. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that, except for Defendant's payment of Employer Taxes, they will be solely responsible for correctly characterizing any compensation received under the Settlement on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

31. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,

(B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

32. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

33. Class Settlement Release. Upon the Effective Date and full funding of the Second Installment, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

34. PAGA Settlement Release. Upon the Effective Date and full funding of the Second Installment, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

35. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion

1 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of
2 the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the
3 entry of an order (“Preliminary Approval Order”), which shall be mutually agreed upon by the Parties,
4 seeking the following:

- 5 a. Conditionally certifying the Class for settlement purposes only;
- 6 b. Granting Preliminary Approval of the Settlement;
- 7 c. Appointing Plaintiff as representative of the Class;
- 8 d. Appointing Class Counsel as counsel for the Class;
- 9 e. Approving, as to form and content, the mutually-agreed upon and proposed
10 Class Notice and directing its mailing to the Class by First Class U.S. Mail;
- 11 f. Approving the manner and method for Class Members to request exclusion from
12 the Class Settlement or object to the Class Settlement as contained herein and within the Class Notice;
13 and
- 14 g. Scheduling a Final Approval Hearing at which the Court will determine whether
15 Final Approval of the Settlement should be granted.

16 36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
17 the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted
18 to determine whether Final Approval of the Settlement should be granted, along with the amounts
19 properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA
20 Payment; (d) Attorneys’ Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration
21 Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the
22 Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking
23 Final Approval of the Settlement. Class Counsel will provide Defendant’s Counsel a draft of the final
24 approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the
25 entry of the mutually-agreed upon proposed order and judgment (“Final Approval Order and
26 Judgment”), which will provide for, in substantial part, the following:

- 27 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
28 consummation of its terms and provisions;

- 1 b. Certification of the Settlement Class;
- 2 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 3 d. Approval of the application for Enhancement Payment to Plaintiff;
- 4 e. Directing Defendant to fund all amounts due under the Settlement Agreement
- 5 and ordered by the Court; and
- 6 f. Entering judgment in the Actions, while maintaining continuing jurisdiction, in
- 7 conformity with California Rules of Court 3.769 and the Settlement Agreement.

8 37. Termination or Rescission of Settlement.

9 a. If five percent (5%) or more of the Class Members submit timely and valid

10 Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must

11 exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar

12 days of the Response Deadline (or any extended Response Deadline, if applicable). If Defendant

13 exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement

14 Administrator incurred up to that date.

15 38. Effects of Termination or Rescission of the Settlement. Termination or rescission of

16 the Settlement Agreement shall have the following effects:

17 a. The Settlement Agreement shall be void and shall have no force or effect, and no

18 Party shall be bound by any of its terms;

19 b. In the event the Settlement Agreement is terminated, Defendant shall have no

20 obligation to make any payments to any Party, Class Member or attorney, except that the terminating

21 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement

22 Administrator is notified that the Settlement has been terminated;

23 c. The Preliminary Approval Order and Final Approval Order and Judgment,

24 including any order certifying the Class, shall be vacated;

25 d. The Settlement Agreement and all negotiations, statements, and proceedings

26 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be

27 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

28 e. Neither this Settlement Agreement, nor any ancillary documents, actions,

statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

39. Escalator Clause. Defendant represents that, during the period from February 4, 2017 through December 15, 2021 there were approximately 67,948 Workweeks. If it is determined that the total number of Workweeks during the period referenced exceed 67,948 by more than ten percent (10%) (i.e. exceeds 74,742), then, the Total Settlement Amount will be increased on a proportional basis by the same number of percentage points above ten percent (10%) by which the actual number of Workweeks exceeds 74,742 (e.g., if the threshold of 74,742 Workweeks is exceeded by 1%, the Total Settlement Amount will increase by 1%).

40. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

41. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

42. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to effectuate the filing of the motion for preliminary approval, until after the motion for preliminary approval is filed. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage Plaintiff to adhere to, the restriction against any public disclosure of the Settlement until after the motion for preliminary approval is filed. Prior to and following Preliminary Approval of the Settlement, Plaintiff and Class Counsel will not have any communications with any media other than to direct any media

1 inquiries to the public records of the Actions on file with the Court and will not publicize the
2 Settlement, including on social media. Class Counsel will take all steps necessary to ensure Plaintiff
3 is aware of, and will encourage Plaintiff to adhere to, the restriction against any media comment on
4 the Settlement and its terms. Class Counsel further agrees not to use the Settlement or any of its terms
5 for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including
6 publicly available information regarding this Settlement in future judicial submissions regarding Class
7 Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any
8 and all disclosures required to be made to the LWDA in conformity with PAGA.

9 43. Entire Agreement. The Settlement Agreement and any attached exhibits constitute the
10 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
11 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
12 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
13 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
14 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
15 which provide that a written agreement is to be construed according to its terms and may not be varied
16 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
17 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

18 44. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Actions (including with respect to California Code of Civil Procedure section 583.310), except
20 such proceedings necessary to implement and complete the Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 45. Amendment. Prior to the filing of the motion for preliminary approval of the
23 Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except
24 by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary
25 approval of the Settlement, the Parties may not amend or modify any provision of the Settlement
26 Agreement except by written agreement signed by counsel for all of the Parties and subject to Court
27 approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a
28 waiver of any other provision.

1 46. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
4 pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents
5 required to effectuate the terms of this Settlement Agreement. The Parties warrant that they
6 understand and have full authority to enter into this Settlement Agreement, and further intend that this
7 Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be
8 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any
9 mediation confidentiality provisions that otherwise might apply under state or federal law.

10 47. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Employees, and the releases provided for by the Settlement Agreement shall have the
15 same force and effect as if the Settlement Agreement were executed by each Settlement Class Member
16 and PAGA Employee.

17 48. Binding on Successors and Assigns. The Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 49. California Law Governs. All terms of the Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 ///

22 50. Execution and Counterparts. The Settlement Agreement is subject only to the
23 execution of all Parties. However, the Settlement Agreement may be executed in one or more
24 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
25 copies of the signature page, will be deemed to be one and the same instrument.

26 51. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
27 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
28 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into

1 account all relevant factors, present and potential. The Parties further acknowledge that they are each
2 represented by competent counsel and that they have had an opportunity to consult with their counsel
3 regarding the fairness and reasonableness of the Settlement Agreement. In addition, if necessary to
4 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
5 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
6 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

7 52. Invalidity of Any Provision. Before declaring any provision of the Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
9 possible consistent with applicable precedents so as to find all provisions of the Settlement Agreement
10 valid and enforceable.

11 53. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
12 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
13 to implement the Settlement.

14 54. Non-Admission of Liability. The Parties enter into the Settlement Agreement to
15 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of
16 continued litigation. In entering into the Settlement Agreement, Defendant does not admit, and
17 specifically denies, that it has violated any state, federal, or local law; violated any regulations or
18 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
19 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
20 or deception; or engaged in any other unlawful conduct with respect to its employees. Neither the
21 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
22 it, shall be construed as an admission or concession by Defendant of any such violations or failures to
23 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the
24 Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered or
25 received as evidence in any action or proceeding to establish any liability or admission on the part of
26 Defendant or to establish the existence of any condition constituting a violation of, or a non-
27 compliance with state, federal, local or other applicable law.

28 55. Captions. The captions and paragraph numbers in the Settlement Agreement are

1 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or
2 intent of the provisions of the Settlement Agreement.

3 56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
4 conditions of the Settlement Agreement. Accordingly, the Settlement Agreement will not be
5 construed more strictly against one Party than another merely by virtue of the fact that it may have
6 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
7 negotiations between the Parties, all Parties have contributed equally to the preparation of the
8 Settlement Agreement.

9 57. Representation by Counsel. The Parties acknowledge that they have been represented
10 by counsel throughout all negotiations that preceded the execution of the Settlement Agreement, and
11 that the Settlement Agreement has been executed with the consent and advice of counsel, and
12 reviewed in full.

13 58. All Terms Subject to Final Court Approval. All amounts and procedures described in
14 the Settlement Agreement herein will be subject to final Court approval.

15 59. Notices. All notices, demands, and other communications to be provided concerning
16 the Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for
17 below, or such other addresses as either Party may designate in writing from time to time:

18 To Plaintiff and Class Counsel:

19 Edwin Aiwarzian, Esq.
20 Arby Aiwarzian, Esq.
21 Joanna Ghosh, Esq.
22 Brian St. John, Esq.
23 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

James Strofte, Esq.
Lindley Fraley, Esq.
FSG LAWYERS PC
19800 MacArthur Boulevard, Suite 1100
Irvine, California 92612

24 60. Final Approval Order and Judgment. The Parties shall provide the Settlement
25 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
26 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
27 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
28 Class will be required.

61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 02/01/2023, 2022

PLAINTIFF Dominique Davis

Electronically Signed 2023-02-02 05:40:33 UTC - 72.193.172.129
Dominique Davis
L Nitex AssureSign® e4b306ee-0ef2-472a-adc1-a95c013e0740

Dominique Davis, Plaintiff

DEFENDANT Barker Management, Inc.

Dated: _____, 2022

Full Name: _____

Title: _____

On behalf of Barker Management, Inc.

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: February 2, 2023


Edwin Aiwanian
Arby Aiwanian
Joanna Ghosh
Brian J. St. John
Attorneys for Plaintiff Dominique Davis and Proposed Class Counsel

FSG LAWYERS PC

Dated: _____, 2023

James Stroffe
Lindley Fraley
Attorneys for Defendant Barker Management, Inc.

61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF Dominique Davis

Dated: _____, 2022

Dominique Davis, Plaintiff

DEFENDANT Barker Management, Inc.

Dated: FEB. 7, 202³

Full Name: BLANCA VALEJO

Title: V. P. of HUMAN RESOURCES
On behalf of Barker Management, Inc.

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: _____, 2023

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Brian J. St. John
*Attorneys for Plaintiff Dominique Davis and Proposed
Class Counsel*

RSG LAWYERS PC

Dated: February 8, 2023

James Strofie
Lindley Fraley
Attorneys for Defendant Barker Management, Inc.

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 Bryan Hicks 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 his 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 (*Bryan Hicks v. California Water Service*, Case No. 21CV376394); (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/). 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.**