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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHELE LEWANA EVANS and MELODY
SPOUSE, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

DOWNTOWN WOMEN'S CENTER, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 22STCV06578

[Assigned to Hon. Laura A. Seigle, Dept. 17]

CLASS ACTION

**DECLARATION OF H. SCOTT LEVIANT
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: January 15, 2025
Time: 9:00 a.m.
Courtroom: Dept. 17
Judge: Hon. Laura A. Seigle

Complaint Filed: February 23, 2022
Trial: None Yet Set

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DECLARATION OF H. SCOTT LEVIANT

I, H. Scott Leviant, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Eighth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, Northern and Southern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am employed as a Senior Counsel at the law firm of Moon Law Group, PC (formerly Moon & Yang, APC). My business address is 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017 and my business telephone number is (213) 232-3128. I am counsel for Plaintiffs Michele Lewana Evans and Melody Sprouse and I am proposed counsel for the Settlement Class.

3. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement.

BACKGROUND

4. On February 23, 2022, Plaintiff Evans commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay all wages to terminated employees; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business expenses; and (8) violation of California's Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*

5. Plaintiff Evans sent a letter to the Labor and Workforce Development Agency ("LWDA"), pursuant to California Labor Code § 2699.3, providing notice of his intent to seek civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA Letter"). The LWDA did not indicate that it intended to investigate the alleged violations referenced in

1 the letter, and the 65-day time period permitted for the LWDA to provide such a notification expired. On
2 April 26, 2022, Plaintiff Evans filed a First Amended Complaint alleging an additional cause of action
3 for violation of the Private Attorneys General Act (“PAGA”). On October 13, 2022, Plaintiff Evans filed
4 a Second Amended Complaint adding named Plaintiff Melody Sprouse as a party. The Second
5 Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)

6 6. The Parties conducted extensive formal discovery and investigation of the facts and law.
7 Such discovery included, *inter alia*, time and wage data, policy documents, and depositions.

8 7. Plaintiffs moved for class certification. The Court granted class certification as to the
9 narrow issue of whether the regular rate of pay was correctly calculated when paying overtime pay, meal
10 period premiums or rest period premiums. No other claims were certified by the Court.

11 8. Following the rulings on Plaintiffs’ Motion for Class Certification and DWC’s Motion
12 for Summary Adjudication, the Parties commenced direct negotiations between counsel that resulted in
13 this Settlement. The Parties then signed a long form settlement agreement (the “Agreement”).

14 9. Plaintiffs and Class Counsel are aware of the burdens of proof necessary to establish
15 liability for the claims asserted in the Action, both generally and in response to Defendant’s defenses
16 thereto. Plaintiffs and Class Counsel have also taken into account Defendant’s agreement to enter into a
17 Settlement that confers substantial relief upon the Class.

18 10. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement
19 set forth in this Agreement is a fair, adequate, and reasonable Settlement and is in the best interests of the
20 Class. Solely for the purpose of settling this case, the parties agree that the requirements for establishing
21 class action certification with respect to this class have been met and are met. If this Settlement is not
22 approved by the Court for any reason, Defendant reserves its right to contest class certification. This
23 Settlement, if approved, will result in the termination of the litigation through the entry of the Judgment
24 and the release of all Released Claims for all Class Members, including all within the class definition
25 who have not elected to exclude themselves from the Class.

26 27 SUMMARY OF THE SETTLEMENT TERMS

28 11. Key provisions of the proposed settlement include the following:

- (a) Defendant agrees not to oppose certification for purposes of Settlement (Settlement, ¶ 12.1);
- (b) Class: All individuals employed at any time during the Class Period as non-exempt employees of DWC in California, excluding participants in the LA:RISE program, who received bonuses and whose regular rate of pay was used for purposes of calculating overtime pay, meal period premiums or rest period premiums (the “Class Period” is February 23, 2018, to July 9, 2024). “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)
- (c) Settlement Amount: Defendant will pay a maximum of **\$200,000.00**, referred to as the Gross Settlement Amount (or GSA herein), resulting in an estimated average **gross** benefit per Class Member of about **\$1,257.86** (Settlement, ¶ 1.21; 3.1; Leviant Decl., ¶ 17.);
- (d) Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date. (Settlement, ¶¶ 3.1, 4.3.)
- (e) Class Size: **159** individuals¹ who worked about 21,223 workweeks during the Class Period. (Settlement, ¶ 8.);
- (f) PAGA Group Size: **564** aggrieved employees who worked 13,000 pay periods during the PAGA Period (Settlement, ¶ 8);
- (g) PAGA Period: February 19, 2021, to July 9, 2024. (Settlement, ¶ 1.30);
- (h) Kullar/Munoz Analysis: Plaintiffs address the claims analysis herein, at Part

¹ The Parties’ settlement agreement stated that there were 161 putative class members. DWC later discovered that there was one duplicate on its class list and there were in fact 160 putative class members. Therefore, the 159 class members listed above reflect one opt-out from the Class Action Settlement.

VI.B.3, and in the Declaration of Leviant, at Paragraph 18;

- (i) No Reversion: The Settlement is a *non-reversionary* settlement (Settlement, ¶ 3.1);
- (j) Certification: Plaintiffs address certification requisites herein, at Part VI.A., and in the Declaration of Leviant, at Paragraphs 34-40;
- (k) No Claim Form: No claim form is required (Settlement, ¶ 3.1);
- (l) Class Release: The Settlement will release wage-and-hour claims for Participating Class Members (those Class Members who do not opt out of the Settlement) as to all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (Settlement, ¶¶ 1.38, 5.2);
- (m) PAGA Release: Aggrieved Employees and the LWDA will release all PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the PAGA Notice, regardless of whether they opt out of the class portion of the Settlement (Settlement, ¶¶ 1.39, 5.3);
- (n) Net Settlement Amount Available to the Class: After deducting Class Counsel's attorneys' fees and costs, service payment to Plaintiff, administration costs, and the PAGA penalty, the remainder will be available for distribution to Class Members who do not opt out, with each Class Member receiving a share based on the number of Workweeks each Class Member worked for Defendant within the Class Period. The Net Settlement Amount is **\$51,533.33**, resulting in an average **net** payment per Class Member of **\$324.11**, before any tax withholdings. (Settlement, ¶ 1.27.)
- (o) Tax Allocation: The amounts distributed to Class Members will be characterized as 20% alleged unpaid wages, 80% to interest and penalties, and PAGA Settlement payments to Aggrieved Employees will be allocated as 100% penalties. (Settlement, ¶¶ 3.2.4.1, 3.2.5.2.)
- (p) Employer's Portion of Payroll Taxes Paid Separately: Defendant's portion of

1 payroll taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class
2 Members that constitute wages will be paid separate and apart from the GSA
3 (Settlement, ¶ 3.1);

4 (q) Settlement Administrator: The notice portion of the Settlement will be
5 administered by a third-party Administrator, Apex Class Action, with the costs of
6 administration at a flat rate of up to \$9,300.00. Apex’s estimate for settlement
7 administration services in the amount of \$9,300.00 was selected as the lowest bid
8 from a competitive bidding process. (Settlement, ¶ 3.2.3; Hartranft Decl., ¶ 7 and
9 Exh. B; Leviant Decl., ¶ 32.)

10 (r) Class Data for Administration: The Settlement Administrator received the Class
11 Data within 30 calendar days of Preliminary Approval, used the National Change
12 of Address (“NCOA”) database to update the Class Data, and then used skip
13 tracing on returned Notices (Settlement, ¶¶ 4.2; 1.10);

14 (s) Notice: The Notice was issued within 14 days of receipt of the Class List
15 (Settlement, ¶ 7.4.2). The Notice describes how to dispute workweeks, submit an
16 objection in writing, in person, or through an attorney, or request exclusion
17 (Settlement, ¶¶ 7.5 – 7.7);

18 (t) Notice Language: Notice was issued in English and Spanish (Settlement, ¶ 1.11;
19 7.4.2);

20 (u) Objections: Objections can be submitted in person, by attorney, or in writing to
21 the Administrator, with no pre-requisite to being heard (Settlement, ¶¶ 7.7.1 –
22 7.7.3);

23 (v) Exclusion Requests: The procedure for exclusion requests, mailing a request to
24 the Settlement Administrator, is the same as the procedure for submitting a
25 written objection (Settlement, ¶¶ 7.5.1 and 7.7.2);

26 (w) PAGA Allocation: From the GSA, **\$20,000.00** will be allocated to settle claims
27 brought pursuant to the California Private Attorneys General Act, Labor Code §
28 2699 *et seq.* (“PAGA”), of which seventy-five percent (75%), or **\$15,000.00**, will

be paid to the California Labor & Workforce Development Agency. (Settlement, ¶ 1.33; 3.2.5);

- (x) Notice to LWDA: Notice to the LWDA was provided prior to the filing of this Motion. Evidence is attached to the Leviant Declaration;
- (y) Enhancement/Service Award to Plaintiff: Defendant will not oppose the application for Class Representative Service Payments of up to **\$7,500.00** for each Plaintiff, to be paid from the GSA (Settlement, ¶ 3.2.1);
- (z) Fees and Costs: Defendant will not oppose Class Counsel's application for fees not to exceed 33 1/3% of the GSA (**\$66,666.67**), and actual costs, in an amount not to exceed **\$37,500.00**, to be paid out of the GSA (Settlement, ¶ 3.2.2);
- (aa) Check Void Period: Settlement checks will be valid for 180 days (Settlement, ¶ 4.4.1);
- (bb) Uncashed Checks: Any settlement checks that are mailed to the Class Members and remain uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be directed to the State Controller's Office, Unclaimed Property Division in the name of the Class Member (Settlement, ¶ 4.4.3);
- (cc) Judgment Notice: Judgment will be posted on the Settlement Administrator's website after entry (Settlement, ¶ 7.8.1);
- (dd) Confidentiality Provisions: The Settlement permits Class Counsel to discuss the Settlement with Class Members (Settlement ¶ 12.2).

12. A true and correct copy of the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE is attached hereto as Exhibit "1."

THE SETTLEMENT IS FAIR, JUST AND REASONABLE

13. Plaintiffs and counsel have diligently investigated the claims of the Class Members. Plaintiffs and Class Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the

1 outcome of certification and possible summary judgment efforts, the limited financial resources
2 available to Defendant, and the substantial benefits to be received pursuant to the compromise and
3 settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the
4 best interest of Plaintiffs and the putative Class and are fair and reasonable. Plaintiffs' counsel brought
5 to bear a great deal of experience with class actions in negotiating the settlement of this case.

6 14. One fundamental purpose of the class action device is to promote efficiency. Resolution
7 at this time will forestall the need for additional expensive and time-consuming litigation that could
8 very well result in an outcome less satisfactory than that proposed under this settlement. But, before any
9 other consideration, we have agreed to this settlement because it is objectively reasonable. The potential
10 for resolution benefits the class members, since they do not have to wait additional years for a similar
11 recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A class-wide
12 resolution is the most realistic method for addressing the claims raised in this matter.

13 15. We have engaged in the necessary investigation in this case that made it possible for us
14 to exercise informed judgment in those aspects of the settlement process in which we were involved.
15 The exchange of time and wage data, wage and hour policy documents, and data about the composition
16 of the Class, were sufficient to permit us counsel to adequately evaluate the settlement. We had more
17 than enough information upon which to evaluate a fair and reasonable settlement amount.

18 16. Defendant intended to aggressively challenge the case trial and beyond, if necessary.
19 We believe that the case was viable through to a trial. However, while Plaintiffs assert a belief that this
20 is a viable case for trial, we realize that there are always very significant risks associated with trials, and
21 those risks cannot be eliminated in this case. Continued litigation of this lawsuit presented Plaintiffs and
22 Defendant with substantial legal risks and costs that were (and continue to be) difficult to assess. The
23 risks in this matter include:

- 24 • the risk that Plaintiffs would be unable to establish liability for allegedly unpaid straight
25 time or overtime wages, *see Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & fn. 33
26 (2014) ("*Duran*"), *citing Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014)
27 (dismissing certified off-the-clock claims based on proof at trial);
28

- the risk that uncertainties pertaining to the legality of Defendant’s policies and practices could preclude class-wide awards of penalties under Labor Code §§ 203 and 226(e);
- the risk that individual differences between Class Members could be construed as pertaining to liability, and not solely to damages, *see, Duran*, 59 Cal. 4th at 19;
- the risk that any civil penalties award under the PAGA could be reduced by the Court in its discretion, *see* Labor Code § 2699(e)(1);
- the risk that lengthy trial or appellate litigation could ensue; and,
- the risk violation rate estimates could prove lower than expected.

Moreover, the undeniable fact in this case is that certification was granted as to only one theory of liability in this matter. That means that the “risk” dominating all others is the question of whether any portion of the Court’s certification ruling could be reversed on appeal. This is an astoundingly significant risk factor that justifies the tremendous discount imposed on the un-certified claims in this case. These risks are non-exhaustive. While we remain confident that we possess credible strategies for responding to the legal and factual risks facing them, those risks cannot be disregarded. We carefully considered the risks created by all of these uncontrollable factors when evaluating the reasonableness of this proposed settlement. This Settlement provides a benefit to the Class Members that is very reasonable in light of these particular risks.

17. The Settlement is the product of arm’s-length negotiations between the Parties occurring throughout the litigation. In light of the uncertainties of protracted litigation, the financial limitations placed on Defendant’s funds, and the state of the law regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery for the Class Members. The settlement amount is, of course, a compromise figure. By necessity it took into account risks related to liability, damages, and the defenses asserted by Defendant. Moreover, each Class Member will be given the opportunity to opt-out of the Settlement, allowing those who feel they have claims that are greater than the benefits they can receive under this Settlement to pursue their own claims. For the **159** members of the Class, the average **gross** benefit is **\$1,257.86** per class member, and the estimated average **net** recovery for each Class Member is approximately **\$324.11**. Defendant could challenge both the core liability and the derivative penalties, this is the best result that could have been achieved in settlement.

Moreover, a Class Member who worked a greater number of weeks for Defendant will receive a larger share of the Settlement than a Class Member who worked for a shorter amount of time during the class period.

18. After analyzing the claims in this matter, Plaintiffs have concluded that the Gross Settlement Amount of **\$200,000** is about 93% of the **\$214,675.21** estimate of *risk-adjusted* recovery (excluding interest) at this stage in the litigation. On that basis, it would be unwise to pass up this settlement opportunity. This assessment is based on a carefully constructed model of the current fair value of the case, using estimated risks, average wage rates, numbers of employees, and the amount of time covered by the class period. While Plaintiffs would certainly have preferred to recover more (and Defendant would have preferred to pay less), this outcome is in line with a carefully constructed estimate of the current fair value of the case. The risk-adjusted value of each claim, on a claim-by-claim basis, is as follows:

- Plaintiffs claimed that they were required to perform client service note entry off-the-clock. The full value of the exposure is estimated to be approximately \$123,153.75, assuming about 15 minutes of off-the-clock work for every single class member for every single workweek. This exposure estimate is certainly far too high. For settlement purposes, this claim was not certified and has negligible value as a result.
- Plaintiffs claimed that they regularly missed rest breaks due to the volume of work. A reasonably estimated exposure for rest break violations over the class period was calculated at \$295,569.00, assuming approximately one missed rest break every pay period for 100% of the Class. This exposure estimate is certainly far too high. For settlement purposes, this claim was not certified and has negligible value as a result.
- Plaintiffs claimed that they regularly had late meal periods due to the volume of work. A reasonably calculated exposure for meal break violations over the class period was calculated at \$197,046.00, assuming approximately one deficient meal period every pay period for 100% of the Class. This exposure estimate is certainly far too high. For settlement purposes, this claim was not certified and has negligible value as a result.
- The regular rate of pay theory of liability was the only theory certified. For settlement purposes, the value is assumed to be \$25,000. With a 50% chance of success on the merits, the settlement value is \$12,500.00. This claim is extremely dependent upon legal findings at trial. Further Defendant maintains that it properly calculated employees' regular rate of pay, and that any bonuses employees received were discretionary and should have been excluded from the regular rate.
- Risk-adjusted penalty recoveries for wage statement and Labor Code § 203 penalties were estimated to be approximately \$26,833.33 and \$108,675.00, respectively, on maximum estimated exposures of \$107,333.33 and \$434,700.00, respectively (with merits success chances of 25%, based on the regular rate of pay theory of unpaid wages, adjusted for the additional risk of willfulness). The Supreme Court's recent decision in *Naranjo v. Spectrum* increased the risk that the derivative penalties would not be

assessed.

- Plaintiffs alleged use of personal cell phones for work purposes. A reasonably calculated exposure for unreimbursed expenses was estimated to be \$68,418.75. For settlement purposes, this claim was not certified and has negligible value as a result.
- Performing risk-adjusted valuations for all claims yields a total value in the range of \$154,850.21, excluding PAGA.²
- PAGA penalties were calculated as having a maximum realistic exposure of \$598,250.00, but a risk adjusted value of \$59,825.00, after factoring in risks of reduction in penalties pursuant to Court discretion and the high risk of the inability to prove violations for all aggrieved employees.

19. This result here is fully supportable as reasonable. Many risks are eliminated through settlement. And, with respect to those risks, certification rates in California are *lower* than conventional wisdom holds. The Judicial Council’s Class Certification in California: SECOND INTERIM REPORT FROM THE STUDY OF CALIFORNIA CLASS ACTION LITIGATION - FEBRUARY 2010 (“Second Interim Report”), at page 5, states that “less than a quarter of disposed cases in the study sample were certified, either through a litigated motion for certification or as part of a classwide settlement agreement.” *See*, Second Interim Report, at 5 (emphasis added).³ That “*or*” is significant. The certification rates identified in the study of less than 25% includes *both* contested certifications and settlement certifications, which are the majority of certifications. In other words, one must assume in any wage and hour class action prior to certification that a contested certification motion will have a success rate of well under 25%, and probably closer to 10% as a starting point for risk evaluation. The facts of each case have significant bearing on these percentages. But it cannot be disputed that certification is an exceptionally difficult procedural hurdle to successfully overcome. Thus, it is not unreasonable to start from the proposition that a pre-certification settlement that is 10% to 15% of the maximum plausible exposure is a valid starting point for valuation. If roughly 10% of class actions are certified on a

² It is difficult to assign specific percentages to future events, but it does provide a specific method for attempting to reduce the concept of “very high risk” or “high risk” to a quantifiable amount. Certification of a claim is typically a binary event. One does not obtain a 20% certification; a claim is either certified or it is not. But the current expected value is best quantified by applying a risk reduction, based on the total experience of counsel. The numbers explain with math what can also be described conceptually in words.

³ The report is available at <https://www.courts.ca.gov/documents/classaction-certification.pdf> (last viewed March 12, 2024).

1 contested basis, then, on average, 90% of the time a class will not be certified and the result for the class
2 is *zero* dollars. In sum, well *under* 20% of all cases filed as proposed class actions are ultimately
3 certified by way of a *contested* motion. The recovery here falls within the expected outcome range under
4 the likelihood of success metric.⁴ It would also be appropriate to evaluate the result by examining only
5 the premium wages at issue (approximately \$640,768.75, with no risk reduction), excluding penalties
6 and interest; the settlement is about 31% of the premium wages (unpaid wages, meal period premiums,
7 and rest break premiums) at maximum realistic exposure value.⁵ Because the total Settlement amount
8 and the proportion of the Settlement allocated to PAGA penalties fall within the range of what is
9 reasonable, the Settlement should be approved.

10 20. To the best of my knowledge there are no other like claims asserted or filed by Class
11 Members. To the best of my knowledge, no Class Member has refrained from bringing an action with
12 claims similar to those raised in the Action, whether in reliance on the Action or otherwise, and who
13 thus might be prejudiced by dismissal of the Action.

14 15 THE EXPERIENCE OF CLASS COUNSEL

16 21. Moon Law Group, PC (former named Moon & Yang, APC), has been engaged in the
17 practice of employment and labor law for almost a decade and presently focuses exclusively on
18 plaintiffs' employment law. The firm and its lawyers have handled many hundreds of wage-related
19 class actions between them. The firm and its lawyers have successfully settled more than 300 class
20 action matters during that time span. The firm and its lawyers have also tried both bench and jury trials

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22
23 ⁴ See, e.g., *Ferrell v. Buckingham Property Mgmt.* (E.D. Cal. Jan. 21, 2020) Case No. 1:19-cv-
24 00332-LJO-SAB, 2020 WL 291042, *17-20 (granting preliminary approval of settlement that
25 represented 5.2% of the original valuation of the claims); *Thomas v. Cognizant Tech. Sols. U.S. Corp.*
(C.D. Cal. June 24, 2013) No. SACV111123JSTANX, 2013 WL 12371622, at *6 (granting final
approval of settlement that encompassed between 4.4% and 5% of the maximum estimated liability).

26 ⁵ The exclusion of interest and penalties from the fairness evaluation is proper because, first, PAGA
27 penalties are discretionary (see Lab. Code § 2699(e)(2) (the court in its discretion “may award a lesser
28 amount than the maximum civil penalty amount specified by this part...”)), and, second, courts evaluate
the strength of a proposed settlement without taking potential penalties or interest into consideration. See
Rodriguez v. West Publishing Corp., 563 F.3d 948, 955 (9th Cir. 2000); see also *Miller v. CEVA
Logistics U.S.A., Inc.*, 2015 WL 729638, at *7 (E.D. Cal. Feb. 19, 2015).

(representing both plaintiffs and defendants) relating to employment matters. Moon Law Group, PC, is routinely appointed lead or co-lead class counsel (or counsel for representative plaintiffs in FLSA representative actions) in federal and state courts in California and elsewhere, by way of motion for class certification or motion for settlement approval. I personally participated in the litigation of more than 500 class actions since 1999, and more than 90 percent of those cases were wage and hour matters. While I have not maintained a comprehensive list, I have been appointed as lead or co-lead counsel in many hundreds of class actions.

22. Mr. Kane Moon received a B.A. in History in 1998 from UCLA. He received his J.D. from Loyola Marymount Law School in 2006. He became an Active Member of the State Bar of California in June 2007 and has been an Active Member in good standing continuously since then. He is a current member of the California Employment Lawyers Association (CELA).

23. Mr. Moon co-founded Moon & Yang, APC, now Moon Law Group, PC, in March 2010. Since that time, Mr. Moon built his practice to have an emphasis on employment and related civil litigation cases. In fact, the practice is focused almost exclusively on advocating for the rights of employees in wage-and-hour litigation through class and representative actions. Moon Law Group, PC is presently class counsel for many dozens of other putative wage-and-hour class and representative action lawsuits pending in various state and federal jurisdictions throughout California. Moon Law Group, PC has also successfully settled hundreds of wage-and-hour cases; tried both bench and jury trials in employment-related matters, representing both plaintiffs and defendants; and been appointed lead or co-lead class counsel in numerous federal and state courts in California. The following is a list of some of the firm's class action settlements that have received preliminary and final approval: *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 (class size approx. 2,650; lead counsel) (In approving my \$650 hourly rate, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys." (*Id.* at *10.); *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size approx. 2,100; co-counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079 (class size approx. 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class

size approx. 2,500; co-counsel); *Montoya v. Golden I Credit Union*, Sacramento Superior Court 34-2018-00228252 (class size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc.*, LASC BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc.*, LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*, LASC BC702283 (class size approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.*, LASC BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc.*, LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v. ThyssenKrupp Elevator Corporation*, LASC BC682972 (\$750,000 for 79 Class Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel). Mr. Moon's experience is and has been invaluable in assessing the reasonableness of settlements such as the one at issue here.

24. Aside from myself and supervising Partner Kane Moon, attorneys who worked on this matter include Mariam Ghazaryan and Lilit Tunyan:

(a) Mariam Ghazaryan:

- 1) Mariam Ghazaryan is an associate at Moon Law Group, PC. Ms. Ghazaryan's practice is focused on labor and employment class action lawsuits involving various violations of California and federal labor laws.
- 2) Ms. Ghazaryan received her law degree from the Southwestern School of Law.
- 3) Ms. Ghazaryan was admitted to the California bar in December 2021.
- 4) Ms. Ghazaryan's billing rate is \$700 per hour.

(b) Lilit Tunyan

- 1) Lilit Tunyan was an associate at Moon Law Group, PC. Ms. Tunyan's

practice was focused on labor and employment class action lawsuits involving various violations of California and federal labor laws.

2) Ms. Tunyan received her Juris Doctorate from the University of Minnesota Law School.

3) Ms. Tunyan previously worked as an attorney in Armenia for many years before seeking and obtaining admission to the California State Bar.

4) Ms. Tunyan's billing rate was \$600 per hour.

25. I received my undergraduate degree from Occidental College. Graduating cum laude, I majored in economics and received a "minor" emphasis in mathematics. Along with my study of economics and mathematics, I also had an emphasis in physics. This combination of scientific and economic education has been of assistance during my litigation of complex civil actions. I received my Juris Doctor degree from the University of Southern California Law Center.

26. My experience relevant to class action litigation includes the following:

(a) I have been involved in the litigation of class actions since 1997, working as a law clerk on a number of class action matters. Since 1999, I have participated as an attorney in the litigation of hundreds of class actions, in California Superior Courts and in federal courts in California, Illinois, and Louisiana. I emphasized litigation of wage and hour class actions beginning in 2005, but I have focused on complex litigation of different types at all times since 1999.

(b) Dating back to 1999, some of the earliest cases in which I contributed to my then-firm's efforts as co-lead/liaison counsel include:

1) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC130375; and,

2) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC133643.

(c) I have litigated contested class certification motions multiple times, prevailing on many. Examples include the following:

- 1) In 2023, I certified a rest break claim against SMS Transportation, in the matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult to certify.
- 2) In 2023, I certified a regular rate claim against Downtown Women's Center, in the matter of *Evans v. Downtown Women's Center*.
- 3) In 2018, I certified wage and hour claims against Home Depot, in the matter of *Utne v. Home Depot*, in the United States District Court, Northern District of California. The contested certification resulted in a certified class of roughly 140,000 individuals.
- 4) In 2019, I certified a Fair Credit Reporting Act claim related to employment background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United States District Court, Central District of California. The contested certification resulted in a certified class of over 5,000,000 individuals.
- 5) In 2018, I fully briefed a contested class certification motion in the matter of *Harelson v. U.S. Aviation*, in the United States District Court, Northern District of California. After certification was fully briefed, the matter successfully settled.
- 6) In 2013, I certified an investment fraud suit, in the matter of *Larsen v. Coldwell Banker*, in the United States District Court, Central District of California.
- 7) In 2012, I fully briefed a contested class certification motion, in the wage and hour matter of *Gillings v. Time Warner*, in the United States District Court, Central District of California. In that matter, summary judgment was granted against my clients and the certification motion was deemed moot. I appealed to the Ninth Circuit and obtained a reversal of the District Court's decision. Upon remand, the matter settled.

- 1 8) In approximately 2011, I fully briefed a contested class certification
2 motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the
3 Superior Court of California, County of Orange. Certification was
4 denied. The result was appealed, and a partial reversal was obtained.
- 5 9) In approximately 2008, I fully briefed a contested class certification
6 motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine,*
7 *LTD.*, Superior Court of California, County of Los Angeles.
8 Certification was denied. I appealed, handling all briefing, and, in
9 *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet.
10 for rev. denied, I obtained a decision directing the trial court to certify
11 the class. *Ghazaryan* is now widely cited, including by the California
12 Supreme Court, as a comprehensive source for the standards applied to
13 certification motions in California.
- 14 10) In approximately 2006, I fully briefed a contested class certification
15 motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile*
16 *Bank*, Superior Court of California, County of Orange. Certification
17 was denied. I appealed, handling all briefing. The published opinion of
18 *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev.
19 denied, pet. for cert. den. resulted, and I petitioned for a Writ of
20 Certiorari related to certification due process issues.
- 21 11) In approximately 2008, I assisted with briefing of a contested class
22 certification motion, in the wage and hour matter, against the
23 Automobile Club of Southern California (AAA). A class was certified
24 and the matter tried.
- 25 (d) I have prosecuted appeals in more than 20 class action matters alone, arguing
26 before the United States Court of Appeals for the Ninth Circuit Court and
27 several of California's Courts of Appeal. I have taken several appeals through
28 to Petitions for Writs of Certiorari to the United States Supreme Court. In

connection with the appeals I have handled, I have participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:

- 1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), *rev. granted* (February 1, 2023);
- 2) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
- 3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), *pet. for rehearing and pet. for en banc rehearing den.*;
- 4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);
- 5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- 6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), *pet. for rev. denied*;
- 7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), *rev. denied, pet. for cert. denied*;
- 8) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), *rev. denied, pet. for cert. denied*;
- 9) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), *rev. denied*;
- 10) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), *pet. for cert. denied*;
- 11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);
- 12) *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of particular note, as it is at the center of a dispute regarding the interplay

1 between the Federal Arbitration Act (FAA) and two labor relations
2 laws, the National Labor Relations Act (NLRA) and Norris-LaGuardia
3 Act. Cases highlighting that issue have been accepted by the United
4 States Supreme Court.

5 (e) I was the lead appellate author in a matter before the California Supreme Court
6 that generated substantial interest in the field of wage and hour litigation. That
7 matter, *Troester v. Starbucks Corporation*, resolved a significant issue of
8 whether, under California law, a *de minimis* defense exists to the employer's
9 obligation to pay all wages for all compensable time worked by an employee.

10 (f) I was the lead appellate counsel in a matter before the California Court of
11 Appeal (Sixth Appellate District) that generated substantial interest in the field
12 of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*,
13 held that prior jurisprudence erroneously concluded that, under California law,
14 underpayment of wages as a result of rounding of time clock punches is lawful
15 so long as the rounding was neutral on its face and as applied. *Camp* is now
16 pending before the California Supreme Court but remains citable as authority
17 pursuant to an Order of the California Supreme Court.

18 (g) In addition to my work on complex litigation matters and class actions, I have
19 authored published articles and columns on issues related to class actions and
20 other litigation issues, including:

- 21 1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18
22 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);
- 23 2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not*
24 *Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
- 25 3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time:*
26 *Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles),
27 September 12, 2018;

- 4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;
- 5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los Angeles), December 28, 2010;
- 6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21, 2010;
- 7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action Defense?*, FORUM, January/February 2009
- 8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing series);
- 9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;
- 11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- 12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;
 - i. H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;
- 13) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;
- 14) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;
- 15) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

- (h) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through my blog, I have also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. My blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.
- (i) I have also lectured on issues related to class actions and complex litigation, including the following educational seminars:
- 1) *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)
 - 2) *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)
 - 3) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)
 - 4) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
 - 5) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)
 - 6) *Word v. WordPerfect Software, Tips, Tools and Tricks: Legal Technology for Plaintiffs Employment Lawyers* (September 30, 2010)

- 7) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- 8) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- 9) *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- 10) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

(j) I served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, I worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, I provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, I co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daihatsu USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

27. My current contingent billing rate is consistent with my practice area, legal market and accepted hourly rates:

(a) In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town

1 Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were
2 reported by Sheppard Mullin Richter & Hampton, a leading firm in the defense of
3 wage-and-hour class actions that I have frequently opposed when litigating wage-
4 and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year
5 - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th
6 Year - \$435, 8th Year - \$455.

7 (b) In 2009 I was retained as appellate counsel in the appeal of a denial of class
8 certification. For the specialized work on that appeal, I charged an hourly rate of
9 \$650.00 per hour, a rate the hiring co-counsel accepted.

10 (c) The 2023-24 Adjusted Laffey Matrix states that an attorney with 20 or more years
11 experience can reasonably charge \$1,057 per hour.

12 <http://www.laffeymatrix.com/see.html>.⁶ That rate is derived from the Washington,
13 D.C. area and requires a costs of living evaluation for use in Los Angeles. Using
14 federal statistics for average attorney salaries, attorney pay is 8.7% lower in Los
15 Angeles, compared to Washington, D.C., indicating an 8.7% downward adjustment
16 to the Laffey Matrix may be appropriate.

17 <https://www.bls.gov/oes/current/oes231011.htm>.⁷ However, using federal
18 employee pay tables, federal employee wages are 0.13% higher when Los Angeles
19 is compared to Washington, D.C., indicating almost no adjustment to the Laffey
20 Matrix is appropriate. [https://www.opm.gov/policy-data-oversight/pay-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule)
21 [leave/salaries-wages/2024/general-schedule](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule).⁸ And, using Schedule 9 of 5 U.S.C. §
22 5332, there is a 3% differential favoring Los Angeles. Thus, something in the range
23 of a 8.7% locality reduction to a 3.0% locality increase appears appropriate here.

24 Thus, applying an adjustment factor of 0.0%, the locality corrected Adjusted
25

26 ⁶Last viewed January 30, 2024.

27 ⁷Last viewed January 30, 2024.

28 ⁸ Last viewed January 30, 2024.

Laffey Matrix hourly rate for attorneys with 20 or more years of experience is \$1,057. The complete Adjusted Laffey Matrix is set forth below.

- (d) The full 2023-2024 Adjusted Laffey Matrix provides for the following hourly rates for paralegal/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20+
6/01/22-5/31/23	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057

- (e) I have been selected to Super Lawyers from 2012-2024, achieving that professional recognition for more than a decade. I was selected for the Rising Stars edition of Super Lawyers in 2009.
- (f) Based upon my practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, my current, regular hourly billing rate is now \$975.00, which is below the presumptively appropriate hourly rate of \$1,057 for attorneys with 20 or more years of experience.

REASONABLENESS OF THE REQUESTED FEE AWARD

28. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Moon Law Group, PC, paid filing fees, copy charges, Westlaw fees, and mailing, telephone and express mail charges. There was never a guarantee that Moon Law Group, PC, would recoup those expenditures. The firm took on this case, which necessarily required the firm to forego other opportunities, given finite resources to devote to cases.

29. Because of the uncertainty of the outcome in this and other wage and hour litigation undertaken by Moon Law Group, PC, we took this case with the expectation that a risk enhancement,

1 either in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be
2 available if we prevailed. This expectation stems from the fact that many cases we undertake as putative
3 class actions do not resolve successfully.

4 30. Class Counsel's experience in employment class actions was integral in evaluating the
5 strengths and weaknesses of the case against Defendant and the reasonableness of the settlement.
6 Practice in the narrow fields of wage and hour litigation requires skill and knowledge concerning the
7 rapidly evolving substantive law (state and federal), as well as the procedural law of class action
8 litigation.

9 31. In the past 5 years, Moon Law Group, PC, has settled hundreds of wage & hour class
10 actions. Just as the Court in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it
11 has been the experience at Moon Law Group, PC, that attorney fee awards of one-third of a common
12 settlement fund are the rule, rather than the exception. Here, Class Counsel agrees that they will seek
13 no more than one third of the settlement amount in fees. This is consistent with common practice,
14 consistent with Ninth Circuit practice, consistent with California law approving the percentage of the
15 fund method to award fees from a common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503
16 (2016), and not inappropriate in light of the many hours expended by attorneys and paralegals
17 performing work for Plaintiffs before and after the filing of this matter. That work includes:

- 18 (a) Numerous interviews with the clients, and review of documents provided by
19 Plaintiffs;
- 20 (b) Legal research and investigation regarding the Defendant's practices at numerous
21 points in the litigation;
- 22 (c) Preparation of multiple drafts of the original class action complaint and finalization
23 and filing of the original class action complaint;
- 24 (d) Review of the first amended complaint, and finalization of that complaint;
- 25 (e) Substantial formal discovery practice;
- 26 (f) Preparation of a motion for class certification;
- 27 (g) Extensive "meet and confer" efforts with Defendant's counsel to obtain relevant
28 documents and information through formal discovery;

- (h) Contacting witnesses;
- (i) Review of data and documents produced by Defendant;
- (j) Opposition to Defendant's motion for summary adjudication;
- (k) Drafting, negotiating, and reviewing multiple drafts of the Settlement and attachments; and
- (l) Preparation of the initial motion for preliminary approval and multiple revisions thereafter;
- (m) Monitoring the administration process;
- (n) Drafting the motion for final approval; and
- (o) Submitting materials to the LWDA for PAGA approval.

32. The recorded lodestar incurred by Moon Law Group, PC, is **\$146,962.50** to date, based on the firm's contemporaneous time recording software, and I did not bill for a significant amount of time related to case management activities (I estimate that I did not bill for approximately 5 hours of time reviewing case management correspondence, reviewing mediation data, and numerous other activities, for an unbilled lodestar of approximately \$4,875). The breakdown of work by attorney is as follows:

Attorney	Time (Hours)	Billing Rate	Total
H. Scott Leviant	72.3	\$975	\$70,492.50
Kane Moon	18.3	\$950	\$17,385.00
Mariam Ghazaryan	24.4	\$700	\$17,080.00
Lilit Tunyan	67.8	\$600	\$40,680.00
Sophia Tu (Paralegal)	5.3	\$250	\$1,325.00
	188.1	Total:	\$146,962.50

That lodestar would be approximately \$4,875 higher if I included the estimated time that I did not include in by billing entries. I anticipate that Class Counsel will spend an additional five hours on this matter, appearing at the final approval hearing, resolving any post-approval issues that may arise, and

1 appearing at a final accounting hearing. I will incur most or all of that time myself, including time
2 devoted to preparation of the motion for final approval and working with the administrator to resolve any
3 issues and prepare a final declaration about the notice process, for an estimated additional lodestar of
4 \$9,750.00. Added to the lodestar to date, I anticipate that Class Counsel's lodestar will be no less than
5 **\$156,712.50**. Class Counsel requests **\$66,666.67** in attorneys' fees (33 1/3% of the GSA, including the
6 amount triggered by the escalator clause), as authorized under the Agreement, and this represents a
7 multiplier of approximately **0.42**, which falls far under the range of commonly approved lodestar
8 multipliers, when compared to the recorded, unbilled, and estimated lodestar of **\$156,712.50**. It has long
9 since been established that multipliers between two and four are common and reasonable for a lodestar
10 crosscheck. A lodestar multiplier under 1.0 is less than commonly approved lodestar multipliers and
11 confirms that the proposed Settlement falls within a range of reasonableness. Class Counsel expended a
12 prudent amount of time to achieve the excellent result. Class Counsel has also incurred costs in this
13 matter of \$38,466.76, as set forth in **Exhibit "2"**. Exhibit 2 includes the estimated future costs for filing
14 the Motion for Final Approval. Because the Settlement provides for reimbursement of costs not to
15 exceed \$37,500.00, Class Counsel respectfully requests the Court approve total costs in the amount of
16 **\$37,500.00**.

17
18 THE CONTRIBUTION OF PLAINTIFFS AND THE REASONABLENESS OF THE REQUESTED
19 INCENTIVE AWARD

20 33. Here, Plaintiffs seek Service Payments of up to **\$7,500.00** each. This amount is very
21 reasonable given the risks undertaken by Plaintiffs for involvement in the Action. Taking the risk of
22 filing a lawsuit against an employer deserves recognition, especially in light of the settlement achieved
23 by Plaintiff. Additionally, Plaintiffs were actively involved in the litigation and settlement negotiations
24 of this Action, expending considerable effort in advancing the interests of the Class. Plaintiffs were
25 deposed and responded to written discovery. Plaintiffs provided information to counsel before the filing
26 of this matter; assisted with the settlement process (which included conferring with counsel); and,
27 regularly conferred with counsel regarding the case whenever questions arose. Plaintiffs' Declarations
28 also confirm that Plaintiffs were active participants in the filing and settlement of this case.

1 through the online submission portal.

2 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
3 true and correct. Executed December 20, 2024, at Los Angeles, California.

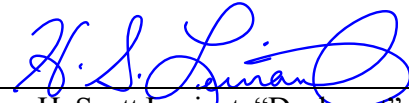
4 
5 _____
6 H. Scott Leviant, "Declarant"
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Exhibit “1”

Kane Moon (SBN 249834)
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Mariam Ghazaryan (SBN 341119)
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Attorneys for Plaintiffs
Michele Lewana Evans and Melody Sprouse

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET

MICHELE LEWANA EVANS and MELODY
SPROUSE, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

DOWNTOWN WOMEN’S CENTER, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22STCV06578

CLASS ACTION

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint filed: February 23, 2022
Trial date: Not set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Michele Lewana Evans and Melody Sprouse (“Plaintiffs”) and defendant Downtown Women’s Center (“DWC” or “Defendant”). The Agreement refers to Plaintiffs and DWC collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against DWC captioned *Evans et. al., v. Downtown Women’s Center*, initiated on February 23, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid, subject to Court approval, from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means any individual who was employed by DWC as a non-exempt employee during the PAGA Period.
- 1.5. “Class” means all individuals employed at any time during the Class Period as non-exempt employees of DWC in California, excluding participants in the LA:RISE program, who received bonuses and whose regular rate of pay was used for purposes of calculating overtime pay, meal period premiums or rest period premiums.
- 1.6. “Class Counsel” means Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel, subject to Court approval, for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in DWC’s possession including the Class Member’s name, last-known mailing address, Social Security number,

and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member and Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members and Aggrieved Employees.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation unless otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.

1.12. “Class Period” means the period from February 23, 2018, to the date on which preliminary approval for the Settlement is granted.

1.13. “Class Representatives” means Michele Lewana Evans and Melody Sprouse, who are the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representatives.

1.14. “Class Representative Service Payment” means a payment to a Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “DWC” means named Defendant Downtown Women’s Center.

1.17. “Defense Counsel” means Munger, Tolles & Olson LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the

1 Court enters a Judgment on its order granting final approval of the Settlement; and (b) the
2 Judgment is final. The Judgment is final as of the later of the following occurrences: (a)
3 the day after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely
4 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment
5 and issues a remittitur.

6 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

7 1.20. “Final Approval Hearing” means the Court’s hearing on the motion for final approval of
8 the Settlement.

9 1.21. “Gross Settlement Amount” means \$200,000.00 which is the total amount DWC agrees to
10 pay as provided by this Agreement. The Gross Settlement Amount will be used to pay
11 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment,
12 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
13 Representative Service Payment and the Administration Expenses Payment. This Gross
14 Settlement Amount is Defendant’s only payment obligation under this Agreement.

15 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
16 Net Settlement Amount calculated according to the method described in Paragraph 3.2.4 of
17 this Agreement.

18 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
19 the PAGA Penalties calculated according to the method described in Paragraph 3.2.5.1 of
20 this Agreement.

21 1.24. “Judgment” means the judgment entered by the Court following Final Approval.

22 1.25. “LWDA” means the California Labor and Workforce Development Agency.

23 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
24 under Labor Code § 2699, subd. (i).

25 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following
26 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
27 PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment,
28 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA Pay Period” means any Pay Period (Sunday-Saturday) during which an Aggrieved Employee worked for DWC for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period from February 19, 2021, to the date on which preliminary approval for the Settlement is granted.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.32. “PAGA Notice” means Plaintiff Evans’ February 19, 2022 letter to DWC and the LWDA and Plaintiff Evans’ September 26, 2022 amended letter to DWC and the LWDA providing notice pursuant to Labor Code § 2699.3, subd. (a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.
- 1.35. “Plaintiffs” means Michele Lewana Evans and Melody Sprouse, the named plaintiffs in the Action.
- 1.36. “Preliminary Approval” means the Court’s order granting preliminary approval of the Class portion of the Settlement.
- 1.37. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Class portion of the Settlement.
- 1.38. “Released Class Claims” means all claims, known or unknown, that were alleged, or reasonably could have been alleged, based on facts stated in the Second Amended Complaint (“SAC”), known or unknown, for any type of relief against DWC that occurred during the Class Period, including claims for: (i) meal and rest break violations

1 or premium payments in lieu thereof; (ii) failure to pay earned wages for all hours
2 worked, including minimum wages or overtime wages; (iii) failure to pay wages timely
3 during employment and upon termination; (iv) failure to reimburse employees for
4 required expenses; (v) failure to furnish accurate wage statements; (vi) failure to
5 indemnify necessary business expenses (vii) unfair business practices relating to or
6 arising out of any of the foregoing; and (viii) to the extent not covered above, any and
7 all claims reasonably arising out of the SAC. Except as expressly set forth in this
8 Agreement, Participating Class Members do not release any other claims, including
9 claims for vested benefits, wrongful termination, violation of the Fair Employment and
10 Housing Act, unemployment insurance, disability, social security, workers'
11 compensation, and/or claims based on facts occurring outside the Class Period.

12
13 1.39. "Released PAGA Claims" means all claims for PAGA penalties, known or unknown, that
14 were alleged, or reasonably could have been alleged, based on the facts stated in the SAC
15 and the PAGA Notice that occurred during the PAGA Period. The Released PAGA
16 Claims do not include claims for vested benefits, wrongful termination, discrimination,
17 unemployment insurance, disability, social security, worker's compensation, and/or claims
18 outside of the PAGA Period.

19 1.40. "Released Parties" means: DWC and each of its former and present directors, officers,
20 shareholders, attorneys, agents, insurers, predecessors, successors, subsidiaries, affiliates,
21 and each of their former and present owners, directors, officers, employees, managers,
22 partners, members, principals, agents, insurers, co-insurers, re-insurers, investors,
23 shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and
24 administrators, and personal or legal representatives.

25 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be
26 excluded from the Class Settlement signed by the Class Member.

27 1.42. "Response Deadline" means 60 calendar days after the Administrator mails Notice to Class
28 Members and Aggrieved Employees, and shall be the last date on which Class Members

may: (a) submit Requests for Exclusion from the Class portion of the Settlement, or (b) submit his or her Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be the longer of the original Response Deadline or 14 calendar days from the date of remailing of the Notice Packet.

1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44. “Workweek” means any week (Sunday-Saturday) during which a Class Member worked for DWC for at least one day during the Class Period.

2. **RECITALS.**

2.1. On February 23, 2022 Plaintiff Evans commenced this Action by filing a Class Action Complaint against DWC in the Superior Court of the State of California, County of Los Angeles, alleging causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay all wages to terminated employees; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business expenses; and (8) violation of California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.* On April 26, 2022, Plaintiff Evans filed a First Amended Complaint alleging an additional cause of action against DWC for Civil Penalties Under PAGA. On October 13, 2022, Plaintiff Evans filed a Second Amended Complaint adding named Plaintiff Melody Sprouse as a party. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) On November 15, 2022, DWC responded by filing a general denial and asserting 35 affirmative defenses. DWC denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3, subd. (a), Plaintiff Evans gave timely written notice to

DWC and the LWDA by sending the PAGA Notice.

- 2.3. Following ruling on Plaintiffs' Motion for Class Certification and DWC's Motion for Summary Adjudication, the Parties commenced direct negotiations between counsel that resulted in this Settlement.
- 2.4. Prior to negotiating the Settlement, Plaintiffs obtained, through formal discovery, time and pay records, policy documents, and deposition testimony sufficient to permit Plaintiffs to move for class certification. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").
- 2.5. The Court has granted class certification as to the issue of whether the regular rate of pay was correctly calculated when paying overtime pay, meal period premiums or rest period premiums.
- 2.6. This Agreement represents a compromise and settlement of highly disputed claims. In particular, DWC denies all of the claims and contentions alleged by Plaintiffs. Nonetheless, DWC has concluded that further conduct of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. DWC has also taken into account the uncertainty and risks inherent in any litigation, and particularly class and/or representative litigation. DWC has therefore determined that it is desirable and beneficial that the Action be settled now in the manner and upon the terms and conditions set forth in this Agreement. Nothing in this Agreement is intended or will be construed as an admission by DWC that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims.
- 2.7. This Agreement is made for the sole purpose of attempting to consummate the Settlement. The Parties enter into this Agreement on the conditional basis that the Court enters the Judgment contemplated by this Agreement. In the event that the Judgment does not

1 become Final for any reason, this Agreement shall be deemed null and void ab initio, it
2 shall be of no force or effect whatsoever; it shall not be referred to or utilized for any
3 purpose whatsoever; and the negotiation, terms, and entry of the Agreement shall remain
4 subject to the provisions of California Evidence Code sections 1119 and 1152, except that
5 the documents filed in support of the motion for preliminary approval and/or final approval
6 shall remain part of the public record.

7 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
8 other pending matter or action asserting claims that will be extinguished or affected by the
9 Settlement.

10
11 **3. MONETARY TERMS.**

12 3.1. Gross Settlement Amount. Subject to the terms and conditions of this agreement, the Gross
13 Settlement Amount that DWC will pay under this Settlement is \$200,000. This amount is
14 all inclusive of all payments contemplated in this resolution. DWC will separately pay
15 any and all employer payroll taxes required by law on the Wage Portions of the Individual
16 Class Payments. DWC has no obligation to pay the Gross Settlement Amount prior to the
17 deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the
18 entire Gross Settlement Amount without asking or requiring Participating Class Members
19 or Aggrieved Employees to submit any claim as a condition of payment. None of the
20 Gross Settlement Amount will revert to DWC.

21 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this
22 Agreement, the Administrator will make the following payments out of the Gross
23 Settlement Amount, in the amounts specified by the Court in the Final Approval:

24 3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives
25 of not more than \$7,500.00 to each Class Representative (in addition to any
26 Individual Class Payment and any Individual PAGA Payment the Class
27 Representatives are entitled to receive). DWC will not oppose Plaintiffs' request
28 for Class Representative Service Payments that do not exceed this amount. As part

1 of the motion for Class Counsel Fees Payment and Class Litigation Expenses
2 Payment, Plaintiffs will seek Court approval for any Class Representative Service
3 Payments no later than 16 court days prior to the Final Approval Hearing. If the
4 Court approves a Class Representative Service Payment less than the amount
5 requested, the Administrator will retain the remainder in the Net Settlement
6 Amount. The Administrator will report payment of the Class Representative
7 Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and
8 liability for employee taxes owed on the Class Representative Service Payments.
9 The Class Representative Service Payment shall be the total compensation and
10 consideration for (i) Plaintiffs' efforts in the Action; and (ii) their agreement to the
11 release described in Paragraph 5.1 of this agreement.

12 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33⅓% of the
13 Gross Settlement Amount, which is currently estimated to be \$66,666.67, and a
14 Class Counsel Litigation Expenses Payment of not more than \$37,500.00. DWC
15 will not oppose requests for these payments provided that they do not exceed these
16 amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees
17 Payment and Class Litigation Expenses Payment no later than 16 court days prior
18 to the Final Approval Hearing. If the Court approves a Class Counsel Fees
19 Payment and/or a Class Counsel Litigation Expenses Payment less than the
20 amounts requested, the Administrator will allocate the remainder to the Net
21 Settlement Amount. Released Parties shall have no liability to Class Counsel or
22 any other Plaintiffs' Counsel arising from any claim to any portion any Class
23 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
24 Administrator will report payment of the Class Counsel Fees Payment and Class
25 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class
26 Counsel assumes full responsibility and liability for taxes owed on the Class
27 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
28 holds DWC harmless, and indemnifies DWC, from any dispute or controversy

regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$9,300.00 except for a showing of good cause and as approved by the Court. To the extent the Administration expenses are less or the Court approves payment less than \$9,300.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Each Participating Class Member agrees to hold harmless the Released Parties, Class Counsel, and Defendant's Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Member's failure to pay taxes on any amounts paid pursuant to this Settlement.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members and therefore have no effect on the calculation of Individual Class Payments paid from the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Payment is in settlement of claims for penalties, is not be subject to wage withholdings, and the Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, DWC estimates there are 161 Class Members who collectively worked a total of 21,894 Workweeks, and 534 Aggrieved Employees who worked a total of 11,965 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, DWC will deliver the Class Data to the Administrator, in the form of an encrypted or password-protected Microsoft Excel spreadsheet or similar digital data file. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other

purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. DWC has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which DWC must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. DWC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after DWC funds the Gross Settlement Amount, the Administrator will mail checks or otherwise issue payments for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class

Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the NCOA database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

4.4.2. The Administrator must conduct a Class Member and Aggrieved Employee Address Search for all other Aggrieved Employees and Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member and Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, as requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384, subd. (b).

1 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
2 not obligate DWC to confer any additional benefits or make any additional
3 payments to Class Members (such as 401(k) contributions or bonuses) beyond
4 those specified in this Agreement, and Plaintiffs and Participating Class Members
5 will be deemed to have waived all such claims, whether known or unknown by
6 them, as part of their release of claims under this Agreement.

7
8 **5. RELEASES OF CLAIMS.**

9 Effective on the date when DWC fully funds the entire Gross Settlement Amount, Plaintiffs, Class
10 Members, and Class Counsel will release claims against all Released Parties as follows:

11 5.1. Plaintiffs' Individual Releases.

12 5.1.1. Scope of Plaintiffs' Individual Releases. Plaintiffs and their respective former and
13 present spouses, representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns generally, release and discharge Released Parties from all
15 claims, transactions, or occurrences between them that occurred or arose anytime
16 from the beginning of time to the date Plaintiffs execute this Agreement. This
17 release of Plaintiffs' Individual Released Claims releases the Released Parties from
18 any claim including, but not limited to: (a) all claims that were, or reasonably could
19 have been, alleged, based on the facts contained, in the Operative Complaint and
20 Plaintiff's PAGA Notice and (b) all PAGA claims that were, or reasonably could
21 have been, alleged based on facts contained in the Operative Complaint or
22 Plaintiffs' PAGA Notices. ("Plaintiffs' Release.") Plaintiffs' Release does not
23 extend to any claims or actions to enforce this Agreement, or to any claims for
24 vested benefits, unemployment benefits, disability benefits, social security benefits,
25 workers' compensation benefits that arose at any time, or based on occurrences
26 after the date Plaintiffs sign the Agreement For the avoidance of doubt, Plaintiffs
27 are subject to the class and PAGA releases for the duration of the class period and
28 PAGA period respectively. Plaintiffs acknowledge that Plaintiffs may discover

1 facts or law different from, or in addition to, the facts or law that Plaintiffs now
2 know or believe to be true but agrees, nonetheless, that Plaintiff's Release shall be
3 and remain effective in all respects, notwithstanding such different or additional
4 facts or Plaintiffs' discovery of them. The Parties declare and represent that they
5 intend this Agreement to be complete and not subject to any claim of mistake, and
6 that the releases herein express full and complete releases, and that they intend that
7 the releases herein shall be final and complete.

8 5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. As partial
9 consideration for the Representative Service Payment, Plaintiffs' Released Claims
10 shall include all such claims, whether known or unknown by the releasing party.
11 Thus, even if Plaintiffs discover facts and/or claims in addition to or different from
12 those that they now know or believes to be true with respect to the subject matter of
13 Plaintiffs' Released Claims, those claims will remain released and forever barred.
14 For purposes of Plaintiff's Release, Plaintiffs expressly waive and relinquish the
15 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
16 which reads:

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

20 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, release Released Parties from the Released Class
23 Claims.

24 5.3. Release by Aggrieved Employees: All Aggrieved Employees and the LDWA are deemed
25 to release, on behalf of themselves and their respective former and present representatives,
26 agents, attorneys, heirs, administrators, successors, assigns and the State of California, the
27 Released Parties from all PAGA Claims.

28 5.4. Class Counsel Claims: Upon the occurrence of the Effective Date, and except as otherwise

provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel agrees that they have no other claim to costs and attorneys' fees and expenses against the Released Parties arising from or relating to the Action.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree that Plaintiffs' Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals, to the extent the Court maintains such a checklist.

6.1. DWC's Responsibility. Within 14 days of the full execution of this Agreement, DWC will prepare and deliver to Class Counsel a signed declaration from DWC and/or Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, *if any such actual or potential conflicts exist*. Similarly, if any other pending matter or action asserting claims will be extinguished or adversely affected by the Settlement, Defendant shall prepare and deliver to Class Counsel a signed declaration from Defendant and/or Defense Counsel identifying any other pending matter or action it is aware of asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed order granting preliminary approval and approval of PAGA settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v)

signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, or the Administrator; and, (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents; and, all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement or disclose the existence of any such pending matters.

6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for providing Defense Counsel a copy of this motion for review and comment at least five business days before it is filed with the Court and delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action

1 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
2 this Agreement in exchange for payment of Administration Expenses. The Parties and
3 their Counsel represent that they have no interest or relationship, financial or otherwise,
4 with the Administrator other than a professional relationship arising out of prior
5 experiences administering settlements.

6 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
7 Identification Number for purposes of calculating payroll tax withholdings and providing
8 reports state and federal tax authorities.

9 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
10 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
11 468B-1.

12 7.4. Notice to Class Members. After the Court enters the Preliminary Approval Order, every
13 Class Member will be sent the Class Notice Packet (which will include the Class Notice
14 completed to reflect the Preliminary Approval Order and showing the Class Member’s
15 Settlement Share) as follows:

16 7.4.1. No later than three (3) business days after receipt of the Class Data, the
17 Administrator shall notify Class Counsel that the list has been received and state
18 the number of Class Members, Aggrieved Employees, Workweeks, and Pay
19 Periods in the Class Data.

20 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
21 after receiving the Class Data, the Administrator will send to all Class Members
22 identified in the Class Data, via first-class USPS mail, the Class Notice with
23 Spanish translation substantially in the form attached to this Agreement as Exhibit
24 A. The first page of the Class Notice shall prominently estimate the dollar amounts
25 of each Individual Class Payment and/or Individual PAGA Payment payable to the
26 Class Member and/or Aggrieved Employee, and the number of Workweeks and
27 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing
28 Class Notices, the Administrator shall update Class Member addresses using the

1 NCOA database.

2 7.4.3. Not later than seven days after the Administrator's receipt of any Class Notice
3 returned by the USPS as undelivered, the Administrator shall re-mail the Class
4 Notice using any forwarding address provided by the USPS. If the USPS does not
5 provide a forwarding address, the Administrator shall conduct a Class Member
6 Address Search, and re-mail the Class Notice to the most current address obtained.
7 The Administrator has no obligation to make further attempts to locate or send
8 Class Notice to Class Members whose Class Notice is returned by the USPS a
9 second time.

10 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks
11 and/or pay periods, and Requests for Exclusion will be the longer of the original
12 Response Deadline or 14 calendar days from the date of remailing of the Notice
13 Packet. The Administrator will inform the Class Member of the extended deadline
14 with the re-mailed Class Notice, if applicable.

15 7.4.5. If the Administrator, DWC or Class Counsel is contacted by or otherwise discovers
16 any persons who believe they should have been included in the Class Data and
17 should have received Class Notice, the Parties will expeditiously meet and confer
18 in person or by telephone, and in good faith, in an effort to agree on whether to
19 include them as Class Members. If the Parties agree, such persons will be Class
20 Members entitled to the same rights as other Class Members, and the
21 Administrator will send, via email or overnight delivery, a Class Notice requiring
22 them to exercise options under this Agreement not later than 14 days after receipt
23 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

24 7.5. Requests for Exclusion (Opt-Outs).

25 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of
26 the Settlement must send the Administrator, by fax, email, or mail, a signed written
27 Request for Exclusion not later than the Response Deadline. A Request for
28 Exclusion is a letter from a Class Member or his/her representative that reasonably

communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final as to the Parties, but a Class Member whose Request for Exclusion is rejected by the Administrator may present a challenge to that determination to the Court.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member

1 submits both a Request for Exclusion and an objection, only the Request for
2 Exclusion will be accepted and the objection will be void.

3 7.6. Challenges to Calculation of Workweeks and Pay Periods. Each Class Member shall have
4 until the expiration of the Response Deadline to challenge the number of Class Workweeks
5 and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The
6 Class Member may challenge the allocation by communicating with the Administrator via
7 fax, email or mail. The Administrator must encourage the challenging Class Member to
8 submit supporting documentation. In the absence of any contrary documentation, the
9 Administrator is entitled to presume that the Workweeks contained in the Class Notice are
10 correct so long as they are consistent with the Class Data. The Administrator's
11 determination of each Class Member's allocation of Workweeks and/or PAGA Pay
12 Periods shall be final as to the Parties (although Defendant shall retain the right to correct
13 erroneous Class Data if subsequently discovered), but a Class Member whose Workweek
14 and/or Pay Period challenge is rejected by the Administrator may present the same
15 evidence supporting the Workweek and/or Pay Period challenge to the Court for review.
16 The Administrator shall promptly provide copies of all challenges to calculation of
17 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
18 Administrator's determination the challenges.

19 7.7. Objections to Settlement.

20 7.7.1. Only Participating Class Members may object to the class action components of
21 the Settlement and/or this Agreement, including contesting the fairness of the
22 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
23 Counsel Litigation Expenses Payment and/or Class Representative Service
24 Payment.

25 7.7.2. Participating Class Members may send written objections to the Administrator, by
26 fax, email, or mail. In the alternative, Participating Class Members may appear in
27 Court (or hire an attorney to appear in Court) to present verbal objections at the
28 Final Approval Hearing. A Participating Class Member who elects to send a

1 written objection to the Administrator must do so not later than the Response
2 Deadline. The Administrator will provide copies of every written objection to all
3 Counsel.

4 7.7.3. Non-Participating Class Members have no right to object to any of the class action
5 components of the Settlement.

6 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
7 performed or observed by the Administrator contained in this Agreement or otherwise.

8 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
9 and maintain and use an internet website to post information of interest to Class
10 Members including the date, time and location for the Final Approval Hearing and
11 copies of the Settlement Agreement, Motion for Preliminary Approval, the
12 Preliminary Approval Order, the Class Notice, the motion for final approval, the
13 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment and Class Representative Service Payment, the Final approval Order and
15 the Judgment. The Administrator will also maintain and monitor a toll-free
16 telephone number to receive Class Member calls and faxes.

17 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
18 promptly review on a rolling basis Requests for Exclusion to ascertain their
19 validity. Not later than 7 calendar days after the expiration of the deadline for
20 submitting Requests for Exclusion, the Administrator shall email a list to Class
21 Counsel and Defense Counsel containing (a) the names and employee ID number
22 of Class Members who have timely submitted valid Requests for Exclusion
23 (“Exclusion List”); and (b) the names and employee ID number of Class Members
24 who have submitted invalid Requests for Exclusion.

25 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
26 reports to Class Counsel and Defense Counsel that, among other things, tally the
27 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
28 Requests for Exclusion (whether valid or invalid) received, objections received,

1 and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved
2 (“Weekly Report”). The Weekly Reports must include provide the Administrator’s
3 assessment of the validity of Requests for Exclusion. In addition to the Weekly
4 Reports, the Administrator shall report to the Parties when it has completed the
5 initial distribution of the Individual Class Payments and Individual PAGA
6 Payments to all individuals with valid addresses.

7 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
8 address and make decisions consistent with the terms of this Agreement on all
9 Class Member challenges over the calculation of Workweeks and/or PAGA Pay
10 Periods. The Administrator’s determination of each Class Member’s allocation of
11 Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although
12 Defendant shall retain the right to correct erroneous Class Data if subsequently
13 discovered), but a Class Member whose Workweek and/or Pay Period challenge is
14 rejected by the Administrator may present the same evidence supporting the
15 Workweek and/or Pay Period challenge to the Court for review.

16 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which
17 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
18 Administrator will provide to Class Counsel and Defense Counsel a signed
19 declaration suitable for filing in Court attesting to its due diligence and compliance
20 with all of its obligations under this Agreement, including, but not limited to, its
21 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
22 of Class Notices, attempts to locate Class Members, the total number of Requests
23 for Exclusion from Settlement it received (both valid or invalid), the number of
24 written objections and attach the Exclusion List. The Administrator will
25 supplement its declaration as needed or requested by the Parties and/or the Court.
26 Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

27 7.8.6. Final Report by Settlement Administrator. Within 14 days after the Administrator
28 disburses all funds in the Gross Settlement Amount, the Administrator will provide

Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES

Based on its records, DWC estimates that, as of the date of this Settlement Agreement, (1) there are 161 Class Members and 21,894 Total Workweeks during the Class period and (2) there were 534 Aggrieved Employees who worked 11,965 Pay Periods during the PAGA Period.

9. DWC'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, DWC may, but is not obligated to, withdraw from the Settlement. The Parties agree that, if DWC withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, DWC will remain responsible for paying all Settlement administration expenses incurred to that point. DWC must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (I), a Proposed final approval order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final

1 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by
2 telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

3 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
4 a Participating Class Member, including the right to file responsive documents in Court no
5 later that five court days prior to the Final Approval Hearing, or as otherwise ordered or
6 accepted by the Court.

7 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement (including, but not limited to, the scope
9 of release to be granted by Class Members), the Parties will expeditiously work together in
10 good faith to address the Court's concerns by revising the Agreement as necessary to
11 obtain Final Approval. The Court's decision to award less than the amounts requested for
12 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
13 Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute
14 a material modification to the Agreement within the meaning of this paragraph.

15 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
16 Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to Code
17 of Civil Procedure § 664.6 solely for purposes of (i) enforcing this Agreement and/or
18 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
19 Judgment matters as are permitted by law.

20 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
21 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
22 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
23 Parties, their respective counsel, and all Participating Class Members who did not object to
24 the Settlement as provided in this Agreement, waive all rights to appeal from the
25 Judgment, including all rights to post-judgment and appellate proceedings, the right to file
26 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
27 waiver of appeal does not include any waiver of the right to oppose such motions, writs or
28 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this

Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members or the binding effect of the Settlement), and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by DWC that any of the allegations in the Operative Complaint have merit or that DWC has any liability for any claims asserted; or that representative status is appropriate for any purpose other than the Settlement; nor should it be intended or construed as an admission by Plaintiffs that DWC's defenses in the Action have merit. Other than claims already

certified, the Parties agree that class certification and representative treatment is for purposes of this Settlement only. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of settlement negotiations, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Neither this Agreement, nor any resulting Court order approving the settlement shall have any collateral estoppel or other preclusive effect on DWC, and it shall not in any way establish any liability against DWC. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, DWC reserves the right to further contest certification of any class for any reasons, and DWC reserves all available defenses to the claims in the Action, and Plaintiffs reserve all rights to defend the existing class certification ruling on any grounds available and to contest DWC's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, DWC and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena

issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, DWC and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. Class Counsel shall not publicize the Settlement on its website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff or Class Counsel receive an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent DWC or Plaintiff from making any disclosures required by law. Nothing shall prevent Class Counsel from referring to this Action in a declaration establishing qualification as class counsel in future cases. The Administrator shall post court-filed documents concerning the Settlement, including the Judgment, on its website for viewing by Class Members as set forth in the Class Notice, which documents shall be removed 90 days after the Effective Date. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties,

covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and DWC, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, DWC nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California,

without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by DWC in connection with the settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from DWC unless, prior to the Court's discharge of the Administrator's obligation, DWC makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice to the LWDA: At the required times, Class Counsel will provide appropriate notice to the LWDA of the Settlement and Judgment, as required by the Private Attorneys General Act of 2004, Labor Code § 2698, et seq., and Class Counsel shall provide written

confirmation to Defense Counsel immediately upon doing so. Class Counsel is specifically responsible for delivering the Court's Judgment to the LWDA as required by Labor Code § 2699, subd. (l)(3) ("A copy of the superior court's judgment in any civil action filed pursuant to this part ... shall be submitted to the agency within 10 days after entry of the judgment.").

12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Kane Moon
kmoon@moonlawgroup.com
H. Scott Leviant
hsleviant@moonlawgroup.com
Mariam Ghazaryan
mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To DWC:

Katherine Forster
katherine.forster@mto.com
Erica Toooh
erica.tooch@mto.com
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071-3426
Telephone: (213) 683-9100
Facsimile: (213) 687-3702

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign or Adobe Sign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiffs & Class Representatives:

Dated: April 1, 2024

By: _____

Michele Lewana Evans

DocuSigned by:

Michele Lewana Evans

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Dated: April 1, 2024

By: _____

Melody Sprouse

DocuSigned by:

MS

3A3FC635201547E...

Plaintiffs' Counsel:

Dated: April 1, 2024

MOON LAW GROUP, PC

By: _____

Kane Moon

H. Scott Leviant

Mariam Ghazaryan

Attorneys for Plaintiffs

Defendant:

Dated: April __, 2024

Downtown Women's Center

By: _____

Print Name

Signature

Title

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiffs & Class Representatives:

Dated: April __, 2024

By: _____
Michele Lewana Evans

Dated: April __, 2024

By: _____
Melody Sprouse

Plaintiffs' Counsel:

Dated: April __, 2024

MOON LAW GROUP, PC

By: _____
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Attorneys for Plaintiffs

Defendant:

Dated: April 3, 2024

Downtown Women's Center

By: Amy Turk
Print Name



Signature

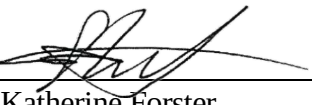
Chief Executive Officer

Title

Defendant's Counsel:

Dated: April 3, 2024

MUNGER, TOLLES & OLSON LLP

By: 
Katherine Forster
Erica Tooch

Attorneys for Defendant

Exhibit “A”

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

Evans et. al., v. Downtown Women’s Center, Case No. 22STCV06578

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendant Downtown Women’s Center (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees Michele Lewana Evans and Melody Sprouse (“Plaintiffs”), who seek payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members” or “Class Member”) who worked for Defendant during the “Class Period” (February 23, 2018, to <<preliminary approval>>); and, (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the “PAGA Period” (February 19, 2021 to <<preliminary approval>>) (“Aggrieved Employees” or “Aggrieved Employee”).

The proposed settlement (the “Settlement”) has two main parts: (1) a “Class Settlement” under which Defendant has agreed to fund individual settlement payments to Class Members (“Individual Class Payments”), and (2) a “PAGA Settlement” under which Defendant has agreed to fund recovery for civil penalties under PAGA, including awards to individual Aggrieved Employees (“Individual PAGA Payments”) as well as the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for such a payment under the Settlement because you didn’t work during the covered period commencing February 19, 2021.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period, and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either of those periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The court has preliminarily approved the proposed Settlement and approved this Notice. The court has not yet decided whether to grant final approval. Your legal rights are affected, depending on whether you take action or do nothing in response to this Notice. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The court will also decide whether to enter a judgment that requires Defendant to make the agreed payments under the Settlement and requires Class Members and the LWDA to give up their rights to assert certain claims against Defendant. The final approval hearing is scheduled to be held on _____ at _____ in Department 17 of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment as a Class Member and/or an Individual PAGA Payment as an Aggrieved Employee. As a Class Member, though, you will give up your right to assert Class Period wage claims against Defendant. You will have the right to object to any part of the proposed Settlement if you do not exclude yourself from the Class Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a Request for Exclusion to the Administrator, or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, you will still receive an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a participant in the Settlement, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a "Non-Participating Class Member" and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay individual PAGA Settlement payments to all Aggrieved Employees, and your right to pursue Released PAGA Claims (defined below) will be extinguished.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except the PAGA Settlement. The court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the court's remote appearance options. Participating Class Members can verbally object to the Settlement at the final approval hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Downtown Women's Center. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum and straight time wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Moon Law Group, APC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant (the "Parties") negotiated to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. Defendant will pay \$200,000 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsels’ attorney’s fees and expenses, the Administrator’s expenses, and a payment to the California Labor and Workforce Development Agency (“LWDA”). Assuming the court grants final approval, Defendant will fund the Gross Settlement 30 days after the judgment entered by the court becomes final. The judgment will be final the day after the deadline for filing a notice of appeal from the Judgment (usually 60 days after entry of Judgment), or a later date if Participating Class Members object to the proposed Settlement or the judgment is appealed.

2. Court approved deductions from Gross Settlement: At the final approval hearing, Plaintiffs and/or Class Counsel will ask the court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the court at the final approval hearing:

A. Up to \$66,666.67 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$37,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500.00 for each class representative service award (for a total of \$15,000) for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment, and any Individual PAGA Payment.

C. Up to an estimated \$9,300.00 to the Administrator for services administering the Settlement.

D. \$20,000.00 for PAGA penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period pay periods.

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

3. Net Settlement distributed to Class Members: After making the above deductions in amounts approved by the court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period workweeks and Individual PAGA Payments to Aggrieved Employees base on their PAGA Period pay periods.

4. Taxes owed on payments: Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to promptly cash payment check: The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be redirected to California Controller's Unclaimed Property Fund in your name.

6. Requests for exclusion from the Class Settlement (“Opt-Outs”). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to Opt-Out. The easiest way to notify the Administrator is to send in a Request for Exclusion by the [REDACTED] response deadline. The Request for Exclusion should be signed. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) will receive Individual PAGA Payments in the Action and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The proposed settlement will be void if the court denies final approval. It is possible the court will decline to grant final approval of the Settlement or decline to enter a judgment. It is also possible the court will enter a judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator: The court has appointed a neutral company, Apex Class Action (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ requests for exclusion. The Administrator will also decide Class Member challenges over workweeks and/or pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 below.

9. Participating Class Members’ release: After the judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or related entities for wages based on the Class Period facts. All Aggrieved Employees will also at that time be legally barred from asserting any claim for PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The “Released Parties” are Defendant, and each of its former and present directors, officers, shareholders, attorneys, agents, insurers, predecessors, successors, subsidiaries, affiliates, and each of their former and present owners, directors, officers, employees, managers, partners, members, principals, agents, insurers, co-insurers, re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators, and personal or legal representatives.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

The “Released Class Claims” are:

[A]ll claims, known or unknown, that were alleged, or reasonably could have been alleged, based on facts stated in the Second Amended Complaint (“SAC”) for any type of relief against DWC that occurred during the Class Period, including claims for: (i) meal and rest break violations or premium payments in lieu thereof; (ii) failure to pay earned wages for all hours worked, including minimum wages or overtime wages; (iii) failure to pay wages timely during employment and upon termination; (iv) failure to reimburse employees for required expenses; (v) failure to furnish accurate wage statements; (vi) failure to indemnify necessary business expenses (vii) unfair business practices relating to or arising out of any of the foregoing; and (viii) to the extent not covered above, any and all claims reasonably arising out of the SAC. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and/or claims based on facts occurring outside the Class Period.

10. The PAGA release. After the court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiffs and the LWDA will release the PAGA claim for violations identified in the operative complaint in the Action or Plaintiff’s PAGA Notice to the LWDA.

The PAGA Release is as follows:

All Aggrieved Employees and the LDWA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns and the State of California, the Released Parties from all PAGA Claims.

The “PAGA Claims” are:

[A]ll claims for PAGA penalties, known or unknown, that were alleged, or reasonably could have been alleged, based on the facts stated in the SAC and the PAGA Notice that occurred during the PAGA Period. The Released PAGA Claims do not include claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, worker’s compensation, and/or claims outside of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
3. Workweek/pay period challenges. The number of Class Period workweeks you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of workweeks and/or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks and/or pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and/or pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel.

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Send in a Request for Exclusion to the Administrator. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to identify the Action in a way that is clear (include the case name and case number). Your request to be excluded must be faxed, emailed, or postmarked by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

If you wish to opt-out of the Class Settlement, DO NOT send in a written objection.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the court to approve. At least 16 court days before the [REDACTED] final approval hearing, Class Counsel and/or Plaintiffs will file in court a motion for final approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a service award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards.

A Participating Class Member who disagrees with any aspect of the Settlement, the motion for final approval and for awards of fees, litigation expenses and service award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator in your written objection what you object to, why you object, and any facts that support your objection. If you submit a written objection, make sure you identify the Action (by including the case name and case number) and print your name, address and email address or telephone number and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (below) for specifics regarding the final approval hearing.

If you wish to object in writing or in person, DO NOT send in a Request for Exclusion.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _____ at _____ in Department 17 of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. At the hearing, the court will decide whether to grant final approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or telephonically.

It's possible the court will reschedule the final approval hearing. You should contact Class Counsel to verify the date and time of the final approval hearing if you are planning to attend the hearing or have your own lawyer attend.

9. HOW CAN I GET MORE INFORMATION?

The Agreement signed by the Parties and attached to the document entitled "DECLARATION OF H. SCOTT LEVIANT IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT," filed on <<Motion Filing Date>>, in support of the motion for preliminary approval sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to obtain and read the Agreement or any other Settlement document is to go to the Administrator's website at _____.

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

Class Counsel:

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Defendant's Counsel

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Erica Toooh
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MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071-3426
Telephone: (213) 683-9100

Settlement Administrator:

Name of Company: Apex Class Action
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit “2”

Date	Description	Charge
3/9/2022	LWDA Notice Filing Fee	\$ 75.00
3/9/2022	Administrative Case Database Initiation Fee	\$ 750.00
3/9/2022	Complaint fee - Complex	\$ 1,481.72
3/28/2022	Ace - Attorney Service	\$ 127.00
4/4/2022	Ace - Attorney Service	\$ 50.90
4/21/2022	LASC Service Charge	\$ 8.80
4/26/2022	LASC Service Charge	\$ 7.00
4/26/2022	LASC Service Charge	\$ 7.26
5/27/2022	LASC Service Charge	\$ 7.26
6/24/2022	LASC Service Charge	\$ 7.26
6/24/2022	LASC Service Charge	\$ 7.26
7/1/2022	Ace - Attorney Service	\$ 43.50
7/19/2022	LASC Service Charge	\$ 7.26
9/6/2022	Case Anywhere	\$ 148.05
7/25/2022	LASC Service Charge	\$ 5.40
8/11/2022	LASC Service Charge	\$ 5.40
9/21/2022	LASC Service Charge	\$ 7.26
10/7/2022	LASC Service Charge	\$ 27.81
12/12/2022	Phillips, Fractor & Company	\$ 1,040.00
12/12/2022	First Legal (Deposition transcript)	\$ 3,361.20
10/7/2022	LASC Service Charge	\$ 7.26
10/7/2022	LASC Service Charge	\$ 7.26
10/15/2022	Ace - Attorney Service	\$ 79.50
10/28/2022	LASC Service Charge	\$ 7.29
1/18/2023	Phillips, Fractor & Company	\$ 8,050.00
12/5/2022	Case Anywhere	\$ 249.00
2/3/2023	Veritext (Deposition transcript)	\$ 2,932.70
2/17/2023	Phillips, Fractor & Company	\$ 15,910.00
2/22/2023	Ace - Attorney Service	\$ 229.50
3/29/2023	Case Anywhere	\$ 189.00
5/12/2023	LASC Service Charge	\$ 7.26
6/9/2023	LASC Service Charge	\$ 7.26
6/9/2023	LASC Service Charge	\$ 7.26
6/1/2023	Case Anywhere	\$ 147.00
2/6/2023	LASC Service Charge	\$ 7.26
2/6/2023	Motion filing fee	\$ 68.91
4/10/2023	LASC Service Charge	\$ 7.26

6/27/2023	LASC Service Charge	\$	7.26
8/28/2023	Simpluris - Translation Services	\$	2,153.50
9/7/2023	Case Anywhere	\$	153.00
11/1/2023	LASC Service Charge	\$	7.26
11/22/2023	Ace - Attorney Service	\$	57.50
1/8/2024	Case Anywhere	\$	153.00
1/18/2024	LASC Service Charge	\$	7.26
1/26/2024	LASC Service Charge	\$	7.26
3/11/2024	Case Anywhere	\$	147.00
4/9/2024	LASC Service Charge	\$	7.26
5/21/2024	Motion filing fee	\$	68.91
6/3/2024	Case Anywhere	\$	183.00
6/7/2024	Ace - Attorney Service	\$	129.50
7/25/2024	One Legal - Notice	\$	19.71
7/25/2024	One Legal - Notice	\$	19.71
7/25/2024	LASC Service Charge	\$	5.40
		\$	38,215.59

Future Costs

Case Anywhere (upcoming quarter)	\$	175.00
Motion filing fee	\$	68.91
LASC Service Charge	\$	7.26
	\$	<u>251.17</u>

Total: **\$ 38,466.76**

Exhibit “3”

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Katherine Forster
katherine.forster@mto.com
Erica Tooch
erica.tooch@mto.com
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071-3426
Facsimile: (213) 687-3702

Attorneys for Defendant DOWNTOWN
WOMEN'S CENTER

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **December 20, 2024** at Los Angeles, California.

H. Scott Leviant
Type or Print Name



Signature