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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DIANE ALVAREZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

LOS ANGELES PHILHARMONIC
ASSOCIATION, a California corporation; and
DOES 1 through 10, inclusive,

Defendant.

CASE NO.: 22STCV21979

**CLASS ACTION AND PAGA
ACTION SETTLEMENT
AGREEMENT**

Department: 36
Judge: Hon. Wendy Chang

Case Filed: July 7, 2022
Trial Date: Not Set

1 This Class Action and PAGA Action Settlement Agreement (hereinafter “**Settlement**,”
2 “**Settlement Agreement**,” or “**Agreement**”) is entered into by and between Plaintiff Diane
3 Alvarez, individually and on behalf of all others similarly situated, (“**Plaintiff**”); and Defendant
4 Los Angeles Philharmonic Association (the “LA Phil” or “**Defendant**”). This Agreement refers
5 to Plaintiff and Defendant collectively as the “**Parties**,” and individually as “**Party**.”

6 Subject to Court approval, Plaintiff and Defendant agree to settle the Action on the terms
7 and conditions and for the consideration set forth in this Settlement Agreement.

8 **DEFINITIONS**

9 For purposes of this Settlement Agreement, the following terms will have the defined
10 meanings:

11 1. “**Action**” means, upon the filing of the Operative Complaint, the civil action
12 entitled *Diane Alvarez, individually, and on behalf of all others similarly situated, Plaintiff, vs.*
13 *Los Angeles Philharmonic Association, a California corporation; and DOES 1 through 10,*
14 *inclusive, Defendant*, pending before the Superior Court of the State of California County of Los
15 Angeles (the “Court”), Case No. 22STCV21979.

16 2. “**Aggrieved Employees**” means anyone who was employed directly by Defendant
17 as a full-time or part-time Regular, Temporary or Seasonal non-exempt employee (as defined by
18 Defendant) at any of Defendant’s locations in the State of California at any time during the PAGA
19 Period. The term “Aggrieved Employees” excludes anyone who was employed by a temporary
20 services agency or by any vendor of Defendant while performing services for or at Defendant.

21 3. “**Aggrieved Employees’ PAGA Settlement**” means \$20,000.00, *i.e.*, 25% of the
22 PAGA Settlement Amount, that will be distributed among all Aggrieved Employees as described
23 in paragraph 51(b) for their share of the settlement of claims for civil penalties under PAGA, as
24 required by California Labor Code § 2699(i).

25 4. “**Attorneys’ Fees and Costs**” means attorneys’ fees for Class Counsel’s litigation
26 and resolution of the Class Action and PAGA Action and all actual litigation costs and expenses
27 incurred and to be incurred by Class Counsel therewith, as set forth in paragraph 47 below.

1 5. **“Class Counsel”** means Moon Law Group, P.C.

2 6. **“Class Members”** means all current and former non-exempt persons directly
3 employed by Defendant and who worked for Defendant as a full-time or part-time Regular,
4 Temporary or Seasonal employee (as defined by Defendant) at any of Defendant’s locations in
5 the State of California at any time during the Class Period. The term “Class Member” excludes
6 anyone who was employed by a temporary services agency or by any vendor of Defendant while
7 performing services for or at Defendant.

8 7. **“Class Period”** means the period from July 7, 2021, through the date the Court
9 grants preliminary approval of this Settlement (*i.e.*, enters the Preliminary Approval Order),
10 unless shortened, pursuant to paragraph 50 of this Agreement.

11 8. **“Class Settlement”** means the Net Settlement Amount, which will be distributed
12 to Participating Class Members.

13 9. **“Defense Counsel”** means Paul Hastings LLP.

14 10. **“Effective Date”** means the date on which this Settlement is deemed final. The
15 Settlement’s Effective Date will be the earlier of (a) the deadline for filing a timely appeal if no
16 such appeal from the final approval of the Settlement and judgment is filed; or (b) if a timely
17 appeal is filed, the date the appeal is dismissed or withdrawn or the date of final affirmation of the
18 judgment on appeal if the appeal is not dismissed or withdrawn; or (c) the date the Court signs the
19 Final Approval Order and Judgment if no Participating Class Member makes an objection to the
20 Class Settlement.

21 11. **“Employer Taxes”** means the legally mandated employer-paid portion of the
22 payroll taxes required to effectuate the settlement of wage claims, which will be paid in addition
23 to the Gross Settlement Amount.

24 12. **“Enhancement Award”** means the amount to be paid to Plaintiff in recognition of
25 her effort and work in prosecuting the Action on behalf of the Class Members and State of
26 California with respect to Aggrieved Employees.

27 13. **“Final Approval Hearing”** means the hearing at which the Court will consider
28 and determine whether the Settlement should be granted final approval.

1 14. **“Final Approval Order and Judgment”** means the Court’s order and judgment
2 granting final approval of the Settlement Agreement, entering judgment, and retaining jurisdiction
3 with respect to the interpretation, implementation, and enforcement of the terms of this Settlement
4 Agreement.

5 15. **“Gross Settlement Amount”** means the amount that Defendant will be obligated
6 to pay on a non-reversionary basis in connection with the Settlement, which, unless increased
7 pursuant to paragraph 49 of this Agreement, is \$970,000.00. The Gross Settlement Amount will
8 include all Individual Class Payments to Participating Class Members; the Enhancement Award
9 to named Plaintiff; the PAGA Settlement Amount (75% of which is allocated to the LWDA
10 Payment and 25% of which is allocated to the Aggrieved Employees’ PAGA Settlement and
11 distributed as Individual PAGA Payments to Aggrieved Employees); Class Counsel’s Attorneys’
12 Fees and Costs; and all settlement administration fees paid to the Settlement Administrator. The
13 Gross Settlement Amount covers 88,681 Workweeks worked, plus a 10% escalator/buffer (*i.e.*,
14 88,681 Workweeks + 8,869 Workweeks = 97,550 Workweeks). The Gross Settlement Amount
15 expressly excludes Employer Taxes, which will be paid by Defendant separate, apart, and in
16 addition to the Gross Settlement Amount.

17 16. **“Individual Class Payment”** means each Participating Class Member’s *pro rata*
18 share of the Net Settlement Amount paid for the settlement and release of Class Claims through
19 the Class Period, to be calculated in accordance with paragraph 51(a).

20 17. **“Individual PAGA Payment”** means each Aggrieved Employee’s *pro rata* share
21 of the Aggrieved Employees’ PAGA Settlement paid for the settlement and release of PAGA
22 Claims through the PAGA Period, to be calculated in accordance with paragraph 51(b).

23 18. **“Litigation”** means the action entitled *Diane Alvarez v. Los Angeles Philharmonic*
24 *Association*, filed in the Superior Court of the State of California, County of Los Angeles, Case
25 No. 22STCV21979 (*i.e.*, the Action).

26 19. **“LWDA”** means the California Labor & Workforce Development Agency.
27
28

20. **“LWDA Payment”** means the \$60,000.00, *i.e.*, 75% of the PAGA Settlement Amount that will be payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as required by California Labor Code § 2699(i).

21. **“Net Settlement Amount”** means the amount remaining after deduction from the Gross Settlement Amount for Plaintiff’s Enhancement Award, Class Counsel’s Attorneys’ Fees and Costs, the Settlement Administration Costs, and the PAGA Settlement Amount.

22. **“Non-Participating Class Member”** refers to those Class Members who exclude themselves from the Class Settlement.

23. **“Notice”** means the Notice of Class Action and PAGA Representative Action Settlement given to Class Members and Aggrieved Employees of the Settlement and the hearing date for the Final Approval Hearing (Exhibit “A”).

24. **“Notice of Objection”** means the Notice of Objection Form (Exhibit “B”) or equivalent letter that Participating Class Members may send to the Settlement Administrator to object to the Class Settlement which must: (a) contain the case name and number of the Class Action; (b) contain the objector’s full name, signature, address, telephone number, and last four digits of his, her, or their Social Security number; (c) contain a written statement of all grounds for the objection to the Class Settlement accompanied by any legal support for such objection; (d) include copies of any papers, briefs, or other documents upon which the objection to the Class Settlement is based, if any; (e) contain the name and contact information of any attorney representing the objector with respect to his, her, or their objection to the Class Settlement; and (f) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

25. **“Operative Complaint”** is the Second Amended PAGA and Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, filed in the Action, to implement the Settlement.

26. **“PAGA Notice”** means the Amended Notice of Labor Code Violations and PAGA Penalties dated August 20, 2024, submitted by Plaintiff to the LWDA and mailed to Defendant, pursuant to Labor Code section 2699.4, subd. (a).

27. **“PAGA Period”** means the period from July 7, 2021, through the end of the Class Period.

28. **“PAGA Settlement Amount”** means the allocation of \$80,000.00 from the Gross Settlement Amount for the PAGA Settlement. 75% of the PAGA Amount, or \$60,000.00, will be paid to the LWDA (*i.e.*, the LWDA Payment), and the remaining 25% or, \$20,000.00, will be distributed to Aggrieved Employees (*i.e.*, the Aggrieved Employees’ PAGA Settlement).

29. **“PAGA Settlement”** means the settlement and resolution of all Released PAGA Claims.

30. **“Participating Class Member”** refers to all Class Members who do not timely submit a valid and timely Request for Exclusion.

31. **“Released Class Claims”** means any and all claims, known or unknown, contingent or accrued, against every Released Party, that have been, or could have been, asserted and that arise from the facts, matters, transactions or occurrences alleged in the Action, including, without limiting the foregoing, claims for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to provide one day's rest in seven; failure to maintain accurate payroll records; failure to provide notice of material terms of employment; failure to provide paid sick leave and COVID supplemental sick leave; failure to provide reporting time pay; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 212, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, 2810.5, 6409.6, 6432, the applicable California Wage Orders, and all related or corresponding federal laws; violation of California Business and Professions Code § 17200 *et seq.*; and claims under California Labor Code Section 2698 *et seq.*

32. **“Released PAGA Claims”** means any and all claims for civil penalties under PAGA, known or unknown, contingent or accrued, against every Released Party, that have been, or could have been, asserted and that arise from the facts, matters, transactions or occurrences

1 alleged in the Action and/or Plaintiff's PAGA Notice, including, without limiting the foregoing,
2 claims for PAGA civil penalties based on claims for failure to pay overtime; failure to pay
3 minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to
4 provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation;
5 failure to timely pay wages owed during employment; inaccurate itemized wage statements;
6 unreimbursed business expenses; failure to provide one day's rest in seven; failure to maintain
7 accurate payroll records; failure to provide notice of material terms of employment; failure to
8 provide paid sick leave and COVID supplemental sick leave; failure to provide reporting time
9 pay; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 212, 216,
10 218.5, 218.6, 225.5, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174,
11 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, 2810.5, 6409.6, 6432, and
12 the applicable California Wage Orders.

13 33. **"Released Parties"** mean Defendant and its current and former parents,
14 predecessors or successors, holding companies, affiliated companies, or entities (including, but
15 not limited to, each of their respective owners, shareholders, members, partners, officers,
16 directors, managers, employees, and agents).

17 34. **"Request for Exclusion"** means the Request for Exclusion Form (Exhibit "C") or
18 an equivalent letter that Class Members may send to the Settlement Administrator to request
19 exclusion from the Class Settlement. A Request for Exclusion letter should reasonably
20 communicate the Class Member's election to be excluded from the Settlement and include: (a)
21 the case name and number of the Class Action; (b) the full name, signature, address, telephone
22 number, and the last four digits of the Social Security number of the Class Member requesting
23 exclusion from the Class Settlement; and (c) a statement that the Class Member does not wish to
24 be included in the Class Settlement. To be valid, a Request for Exclusion must be returned by
25 mail to the Settlement Administrator at the address specified in the Notice, postmarked on or
26 before the Response Deadline.

27 35. **"Response Deadline"** means the 45 calendar days following the date the
28 Settlement Administrator mails the Notice to the Class Members and Aggrieved Employees,

1 unless a Class Member's Notice is re-mailed prior to the original Response Deadline, in which
2 case the said Class Member's Response Deadline will be extended to the date that is 14 calendar
3 days from the re-mailing. Any Request for Exclusion, Notice of Objection, and/or Workweeks
4 Dispute must be submitted to the Settlement Administrator postmarked by the Response
5 Deadline.

6 36. **"Settlement Administrator"** means Phoenix Settlement, the neutral entity the
7 Parties have agreed to appoint to administer the Settlement, subject to Court approval. The
8 Parties and their counsel each represent that they do not have any financial interest in the
9 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
10 could create a conflict of interest.

11 37. **"Settlement Administration Costs"** means the costs payable from the Gross
12 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering
13 the Settlement, as set forth in paragraph 49 below.

14 38. **"Workweeks"** means the number of weeks that a Class Member performed work
15 in California as an employee of Defendant in a non-exempt position during the Class Period,
16 based on payroll and time records, hire dates, re-hire dates (as applicable), leave of absence dates,
17 and termination dates (as applicable).

18 39. **"Workweeks Dispute"** means a Class Member's written letter disputing the
19 number of Workweeks to which the Class Member has been credited, as reflected in their Notice,
20 which must: (a) contain the case name and number of the Action; (b) contain the full name,
21 signature, address, telephone number, and the last four digits of the Social Security number of the
22 disputing Class Member; (c) clearly state the Class Member disputes the number of Workweeks
23 credited and what the Class Member contends is the correct number to be credited to the Class
24 Member; (d) include information and/or attach documentation supporting the number of
25 Workweeks the Class Member contends should be credited; and (e) be returned by mail to the
26 Settlement Administrator at the specified address, postmarked on or before the Response
27 Deadline.

28 **BACKGROUND**

40. On July 2, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, subd. (a), stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.

41. On July 7, 2022, Plaintiff Diane Alvarez filed the Action alleging violations of the Labor Code as asserted in the PAGA Notice.

42. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time records for approximately 60% of the estimated 2,827 Class Members for the Class Period; (2) payroll records for approximately 100% of the estimated 2,827 Class Members; (2) an exemplar meal period waiver; (3) purported arbitration agreements; (4) Defendant's Employee Handbook and other policy documents that were in effect during the relevant period; and (5) all of Plaintiff's personnel records in Defendant's custody, possession, or control.

43. Following the exchange of data, documents, and information, the Parties attended a full-day mediation session with Mediator Lynn Frank, during which they engaged in substantial, arm's-length settlement negotiations, and ultimately agreed on a resolution. The terms of that resolution and further negotiations thereafter are set out in this Settlement Agreement.

44. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement. The Parties agree the Settlement is fair, adequate, and reasonable. This Settlement contemplates (a) entry of a Preliminarily Approval Order that includes authorization to distribute to each of the Class Members a Notice of Class Action and PAGA Representative Action Settlement, including the estimated Individual Class Payment and Individual PAGA Payment that the Participating Class Members and Aggrieved Employees, respectively, may qualify to receive (attached as Exhibit "A"); and (b) entry of a Final Approval Order and Judgment in the Action, and thus ending the litigation.

AMENDED PLEADING

45. The Parties agree and shall stipulate that the PAGA Action shall be amended to add class action claims for the purposes of seeking approval of the Settlement. The Parties shall

1 also stipulate to Plaintiff filing an amended pleading in the PAGA Action to include the PAGA
2 claims which reasonably could have been pleaded in the PAGA Action, as well as the additional
3 theories of liability raised at mediation necessary to effectuate a full and complete release of any
4 and all claims.

5 **MONETARY SETTLEMENT TERMS**

6 46. **Gross Settlement Amount.** Defendant will transmit to the Settlement
7 Administrator the Gross Settlement Amount of \$970,000.00. Defendant will not be required to
8 pay more than the Gross Settlement Amount, except for the Employer Taxes and potentially as
9 described in paragraph 50 of this Agreement, which Defendant will pay separately from and in
10 addition to the Gross Settlement Amount.

11 47. **Class Counsel's Attorneys' Fees and Costs.** Class Counsel will apply for, and
12 Defendant will not oppose, an application to the Court for attorney's fees of up to one-third (1/3)
13 of the Gross Settlement Amount, which unless increased pursuant to paragraph 50 of this
14 Agreement, amounts to \$323,333.33 ("Attorneys' Fees"). Defendant will also not oppose
15 Plaintiff's application to the Court for reimbursement of Class Counsel's litigation costs and
16 expenses in an amount up to \$25,000.00 ("Litigation Costs"). The Settlement Administrator (and
17 not Defendant) will issue IRS Form 1099-MISC reflecting the award of Attorneys' Fees and
18 Costs. The payment by Defendant of the Court-awarded attorney's fees and litigation costs will
19 constitute full satisfaction of Defendant's obligation to pay any person, attorney, or law firm for
20 attorneys' fees, costs, and expenses incurred on behalf of the Plaintiff and/or Participating Class
21 Members, and/or Aggrieved Employees in the Action unless Defendant fails to fund the
22 Settlement as provided in paragraph 66(b) after Class Counsel gives said Defendant five Court
23 days' notice to cure such failure. Class Counsel will be solely and legally responsible for
24 correctly characterizing this compensation for tax purposes and for paying any taxes on the
25 amounts received. Defendant and Defendant's Counsel will not be liable for any expenses
26 associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the
27 Settlement Administrator. Even in the event that the Court reduces or does not approve the
28 requested Attorneys' Fees and Costs to Class Counsel, neither Plaintiff nor Class Counsel will

1 have the right to revoke this Agreement, and it will remain binding. Any portion of the
2 Attorneys' Fees and Costs not awarded to Class Counsel will be a part of the Net Settlement
3 Amount for the benefit of Participating Class Members.

4 **48. Enhancement Award to Plaintiff.** Defendant will not oppose Plaintiff's
5 application to the Court for an Enhancement Award of up to \$7,500.00 to Plaintiff to be paid out
6 of the Gross Settlement Amount. The Settlement Administrator (and not Defendant) will issue an
7 IRS Form 1099-MISC to Plaintiff reflecting her Enhancement Award. The failure of the Court to
8 award an Enhancement Award to Plaintiff will not constitute grounds for rescission of this
9 Settlement Agreement. The Settlement Administrator will make the Enhancement Award at the
10 same time as it makes the Individual Class Payments to the other Class Members and the
11 Individual PAGA Payments to the Aggrieved Employees. Should the Court not approve the
12 Enhancement Award to the Plaintiff in the amount that is set forth above, Plaintiff will not have
13 the right to revoke this Agreement, and it will remain binding, and any portion that is not awarded
14 will revert back to the Gross Settlement Amount for the benefit of the Participating Class
15 Members.

16 **49. Settlement Administration Costs.** The Parties have selected Phoenix Settlement
17 Administrators as the Settlement Administrator. The Settlement Administrator will receive from
18 the Gross Settlement Amount its fees and expenses incurred in administering this Settlement, in
19 an amount estimated to be up to \$40,000.00. These costs, which will be paid from the Gross
20 Settlement Amount, subject to Court approval, will include, *inter alia*, printing, translating,
21 distributing, and tracking Notices and other documents for this Settlement, creating a settlement
22 website and toll-free line for Class Member inquiries, calculating and distributing payments due
23 under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,
24 withholdings, and remittances, providing necessary reports and declarations, and other duties and
25 responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the
26 extent actual Settlement Administration Costs are greater than the estimated amount stated herein,
27 such excess amount will be deducted from the Gross Settlement Amount, subject to approval by
28 the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration

Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will be part of the Net Settlement Amount for the benefit of Participating Class Members. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel will not bear any responsibility for errors or omissions in the calculation or distribution of the Settlement payments or the development of the list of recipients of Settlement payments.

50. **Increase in Workweeks.** Defendant estimates that there are 88,681 Workweeks in the period from July 7, 2021, through July 23, 2024. In the event that the number of Workweeks worked by Class Members during the Class Period increases by more than 10% (*i.e.*, exceeds 97,550 Workweeks), then at Defendant's election: (a) the Gross Settlement Amount will be increased on a pro-rata basis for any Workweeks added above the 10% increase (*e.g.*, if the threshold of 97,550 Workweeks is exceeded by 1% to 98,526 Workweeks, the Gross Settlement Amount will increase by 1%, or \$9,700.00, for an increased Gross Settlement Amount of \$979,700.00); or (b) the Class Period and PAGA Period will end on the date the number of Workweeks worked reaches 97,550. Defendant will notify Class Counsel of its election no later than 14 days after receiving sufficient information from the Settlement Administrator if the number of Workweeks worked in the Class Period has exceeded 97,550.

51. **Allocation of Settlement Shares.** The Individual Class Payments and the Individual PAGA Payments will be calculated as follows:

a. **Individual Class Payment.** Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of Workweeks that he or she worked in each position covered by the Settlement during the Class Period (the "Individual Class Payment"), calculated as follows:

- i. After Court enters the Preliminary Approval, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his, her, or their estimated Individual

1 Class Payment.

2 ii. After Final Approval of the Settlement, the Settlement Administrator will
3 divide the final Net Settlement Amount by the Workweeks of all
4 Participating Class Members to yield the "Final Workweek Value," and
5 multiply each Participating Class Member's individual Workweeks by the
6 Final Workweek Value to yield his, her, or their Individual Class Payment.

7 b. **Individual PAGA Payment.** All Aggrieved Employees as defined by
8 California Labor Code § 2699(c), including those who do not otherwise qualify as a
9 Participating Class Member and would thus not receive an Individual Class Payment, will
10 receive their *pro rata* share of the Aggrieved Employees' PAGA Settlement based on the
11 number of Workweeks that he or she worked in each position covered by the Settlement
12 during the PAGA Period, calculated as follows: The Settlement Administrator will divide
13 the Aggrieved Employees' PAGA Settlement (*i.e.*, 25% of the PAGA Amount) by the
14 total number of Aggrieved Employee's Workweeks worked during the PAGA Period to
15 yield the "PAGA Workweek Value," and multiply each Aggrieved Employee's individual
16 Workweeks during the PAGA Period by the PAGA Workweek Value to yield his, her, or
17 their Individual PAGA Payment.

18 c. When a Participating Class Member is also an Aggrieved Employee, one
19 check may be issued that aggregates both the Individual Class Payment and the Individual
20 PAGA Payment.

21 52. **Tax Treatment.** Each Individual Class Payment will be allocated as follows:
22 (i) 20% of the amount distributed to each Participating Class Member will be considered wages,
23 and will be reported as such to each Participating Class Member on an IRS Form W-2; (ii) 40%
24 of the amount distributed to each Participating Class Member will be considered interest on the
25 unpaid wages, and will be reported as such to each Participating Class Member on an IRS Form
26 1099; and (iii) 40% of the amount distributed to each Participating Class Member will be
27 considered statutory penalties, and will be reported as such to each Participating Class Member
28 on an IRS Form 1099. The PAGA payments distributed to each Aggrieved Employee will be

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

55. **General Release of Claims by Plaintiff.** Upon the Effective Date and payment by Defendant to the Settlement Administrator of the full amount of the Gross Settlement Amount and Employer Taxes, and in consideration of the payments she will receive under the settlement, Plaintiff will be deemed to have fully released and discharged the Released Parties of and from all claims arising from her employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement

1 Income Security Act, National Labor Relations Act, California Corporations Code, California
2 Business and Professions Code, California Fair Employment and Housing Act, California
3 Constitution (all as amended), and law of contract and tort, as well as for discrimination,
4 harassment, retaliation, wrongful termination, lost wages, benefits, other employment
5 compensation, emotional distress, medical expenses, other economic and non-economic damages,
6 attorney's fees, and costs, arising on or before the date of execution of the Settlement Agreement.
7 With respect to those claims released by Plaintiff in an individual capacity, Plaintiff
8 acknowledges and waives any and all rights and benefits available under California Civil Code
9 section 1542, which provides:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
11 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
12 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
13 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
14 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

15 Plaintiff understands and agrees that claims or facts in addition to or different from those which
16 are now known or believed by them to exist may hereafter be discovered. Plaintiff intends to
17 settle fully and release all claims she now has against the Released Parties, whether known or
18 unknown, suspected or unsuspected, upon the Effective Date and full funding of the Gross
19 Settlement Amount and Employer Taxes. Plaintiff further agrees that she will not disparage
20 Released Parties' products or services. Notwithstanding the above, the general release by
21 Plaintiff will not extend to claims for workers' compensation benefits, claims for unemployment
22 benefits, or other claims that may not be released by law.

23 56. **Class Settlement Release.** Upon the Effective Date of the Settlement, and
24 payment by Defendant to the Settlement Administrator of the full amount of the Gross Settlement
25 Amount and Employer's Taxes, Plaintiff and the Participating Class Members will be deemed to
26 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
27 Released Parties of all Released Class Claims. The period of this release will extend to the limits
28 of the Class Period. By virtue of this Agreement, Plaintiff and the Participating Class Members

1 will be deemed to have, and by operation of the Final Approval Order and Judgment approved by
2 the Court, will have, fully, finally, and forever settled and released all of the Released Class
3 Claims. The Parties understand and specifically agree that the scope of the release described in
4 this paragraph is a material part of the consideration for this Agreement; was critical in justifying
5 the agreed upon economic value of this settlement and without it Defendant would not have
6 agreed to the consideration provided; and is narrowly drafted and necessary to ensure that
7 Defendant is obtaining peace of mind regarding the resolution of claims that were or could have
8 been alleged based on the facts, causes of action, and legal theories contained in the Operative
9 Complaint. The Class Members understand and agree that this release includes a good-faith
10 compromise of disputed wage claims. The Class Members do not release any claims based on
11 facts occurring outside the Class Period.

12 **57. PAGA Settlement Release.** Upon the Effective Date of the Settlement and full
13 funding of the full amount of the Gross Settlement Amount and Employer's Taxes by Defendant,
14 Plaintiff, and the State of California with respect to the Aggrieved Employees will be deemed to
15 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
16 Released Parties of all Released PAGA Claims pertaining to Plaintiff and the Aggrieved
17 Employees, whether known or unknown. By virtue of this Agreement, Plaintiff and the State of
18 California will be deemed to have, and by operation of the Final Approval Order and Judgment
19 approved by the Court, will have, fully, finally, and forever settled and released all of the
20 Released PAGA Claims. Aggrieved Employees will release the Released PAGA Claims even if
21 they request exclusion from the Class Settlement. The parties understand and specifically agree
22 that the scope of the release described in this paragraph is a material part of the consideration for
23 this Agreement; was critical in justifying the agreed upon economic value of this settlement and
24 without it Defendant would not have agreed to the consideration provided; and is narrowly
25 drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the
26 resolution of claims that were or could have been alleged based on the facts, causes of action, and
27 legal theories contained in the Operative Complaint.

28 **SETTLEMENT APPROVAL, NOTICE AND IMPLEMENTATION PROCEDURE**

1 **58. Motion for Preliminary Approval.**

2 a. Upon execution of this Settlement Agreement, Plaintiff will promptly
3 obtain a hearing date for Plaintiff's motion for preliminary approval, which Plaintiff and
4 Class Counsel will be responsible for drafting and submitting this Settlement Agreement
5 to the Court in support of that motion. Defendant agrees not to oppose the motion for
6 preliminary approval of the Settlement consistent with this Settlement Agreement.
7 Defendant agrees to provide Class Counsel a draft of any required declarations in support
8 of Plaintiff's motion for preliminary approval at least three court days before Plaintiff's
9 deadline to file the motion for preliminary approval. The motion will request that the
10 Court enter an order ("Preliminary Approval Order"), which will be mutually agreed upon
11 by the Parties, seeking the following:

- 12 i. Conditionally certifying the Class;
13 ii. Granting preliminary approval of the Settlement;
14 iii. Preliminarily appointing Plaintiff as representative of the Class;
15 iv. Preliminarily appointing Class Counsel as counsel for the Class;
16 v. Approving, as to form and content, the mutually-agreed-upon and
17 proposed Notice, Notice of Objection Form, and Request for
18 Exclusion Form and directing their mailing to the Class by First-
19 Class U.S. Mail;
20 vi. Approving the manner and method for Class Members to request
21 exclusion from or object to the Class Settlement as contained herein
22 and within the Notice; and
23 vii. Scheduling a Final Approval Hearing at which the Court will
24 determine whether the Settlement should be finally approved as fair,
25 reasonable, and adequate.

26 b. Pursuant to California Labor Code § 2699(1)(2), Class Counsel will submit
27 a copy of this Agreement to the LWDA on the same day they file the motion for
28 preliminary approval. The Parties intend and believe that submission of this Settlement to

1 the LWDA pursuant to the procedures described in this section complies with the
2 requirements of PAGA and will request the Court to approve the PAGA Settlement in the
3 motion for final approval of the Settlement and bar any claim to void or avoid the
4 Settlement under PAGA.

5 c. Should the Court decline to preliminarily approve all material aspects of
6 the Settlement, or order material changes to the Settlement to which the Parties do not
7 agree, then the Settlement will be at either Party's discretion, and only after the Parties
8 meet and confer in good faith as provided in paragraph 64(e), null and void, and the
9 Parties will have no further obligations under it. The Parties agree that an award by the
10 Court of lesser amounts than sought for the Enhancement Award to Plaintiff or for Class
11 Counsel's Attorneys' Fees and Costs will not be a material change to or of the Settlement
12 and will not be grounds to nullify or void the Settlement.

13 59. **Notice to Class Members.** After the Court enters its Preliminary Approval Order,
14 every Class Member will be provided with the Notice as follows:

15 a. Within 21 calendar days after the Court enters its Preliminary Approval
16 Order, Defendant will provide to the Settlement Administrator an electronic database for
17 the Class Members, containing each Class Member's full name and last-known mailing
18 address, telephone number, the Class Member's Social Security number, start and end
19 dates of employment as a non-exempt or hourly-paid employee of Defendant in California
20 during the Class Period, Workweeks worked during the Class Period, and Workweeks
21 worked during the PAGA Period, as reflected in Defendant's records (collectively, the
22 "Class Member Data" or "Class List"). If any or all of the Class Member Data are
23 unavailable to Defendant, Defendant will use reasonable efforts to deduce or reconstruct
24 the Class Member Data prior to when it must be submitted to the Settlement
25 Administrator and shall so advise the Settlement Administrator and Class Counsel. The
26 Class Member Data will otherwise remain confidential and will not be disclosed to
27 anyone, except in order to carry out the reasonable efforts described in paragraphs 60 and
28 67, or pursuant to Defendant's express written authorization or by order of the Court.

1 b. Within 14 calendar days after receiving the Class Member Data from
2 Defendant, the Settlement Administrator will determine each Class Member's estimated
3 number of Workweeks during the Class Period and each Aggrieved Employee's estimated
4 number of Workweeks during the PAGA Period, as well as the estimated Individual Class
5 Payment and Individual PAGA Payment, and send a Notice to each Class Member and
6 Aggrieved Employee in English and Spanish. The Settlement Administrator will mail this
7 information to all identified Class Members and Aggrieved Employees via regular First-
8 Class U.S. Mail, using the mailing address information provided by Defendant, unless
9 modified by any updated address information that the Settlement Administrator obtains in
10 the course of administration of the Settlement.

11 c. If a Notice is returned with a forwarding address on or before the Response
12 Deadline, the Settlement Administrator will promptly, and not later than 10 calendar days
13 from receipt of the returned Notice, re-mail the Notice to the forwarding address. If a
14 Notice is returned without a forwarding address on or before the Response Deadline, the
15 Settlement Administrator will promptly, and not later than 10 calendar days from receipt
16 of the returned Notice, search for a more current address for the Class Member and/or
17 Aggrieved Employee using Accurint or other reasonable and cost-effective skip trace
18 methods, and re-mail the Notice if a new address is found. The Settlement Administrator
19 will use the Class Member Data and otherwise work with Defendant to find a more
20 current address. The Settlement Administrator will be responsible for taking reasonable
21 steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to
22 with Class Counsel and according to the following deadlines, to trace the mailing address
23 of any Class Member and Aggrieved Employee for whom a Notice is returned without a
24 forwarding address by the U.S. Postal Service as undeliverable. If the Notice is re-mailed,
25 the Settlement Administrator will note for its own records and notify Class Counsel and
26 Defendant's Counsel of the date and address of each such re-mailing as part of a weekly
27 status report provided to the Parties. All counsel of record will be entitled to receive from
28

1 the Settlement Administrator any updated address information about a Class Member as
2 the Settlement Administrator obtains such information.

3 d. Each week, the Settlement Administrator will provide to all counsel of
4 record a report showing (a) the number of Class Members who have submitted a
5 Workweeks Dispute; (b) the number of Class Members who have submitted timely and
6 valid Requests for Exclusion or timely and complete Notices of Objection; and (c) the
7 number of undeliverable and re-mailed any Notices. Additionally, the Settlement
8 Administrator will provide to counsel for both Parties any updated reports regarding the
9 administration of the Settlement Agreement as needed or requested, and immediately
10 notify the Parties when it receives a request from an individual or any other entity
11 regarding inclusion in the Class and/or Settlement.

12 e. Not later than five court days before the date by which the Plaintiff files
13 her motion for final approval of the Settlement, the Settlement Administrator will serve on
14 the Parties a declaration of due diligence setting forth its compliance with its obligations
15 under this Agreement, which Class Counsel shall file with the Court along with the
16 motion for final approval of the Settlement. Prior to the Final Approval Hearing, the
17 Settlement Administrator will supplement its declaration of due diligence if any material
18 changes occur from the date of the filing of its prior declaration.

19 **60. Objections to Settlement; Opt-outs from Settlement.** Class Members may
20 submit objections to the Class Settlement or opt out of the Class Settlement pursuant to the
21 following procedures:

22 a. **Objections to Settlement.** Any Participating Class Member who wishes
23 to object to any term of the Settlement should submit his, her, or their Notice of Objection
24 to the Settlement Administrator, either using the Notice of Objection Form (Exhibit "B")
25 or a letter in conformity with the requirement set forth in paragraph 24. Alternatively, or
26 in addition to a written objection, any Participating Class Member may also appear at the
27 Final Approval Hearing, personally or through his, her, or their own attorney, to object to
28 the Class Settlement and show cause why the Court should not approve the Class

1 Settlement, or object to the motion for awards of the Enhancement Award to named
2 Plaintiff, and the Class Counsel's Attorneys' Fees and Costs, as set forth in the Notice,
3 whether or not they have objected in writing or notified the Parties that they intend to
4 appear. Only Participating Class Members may object to the Class Settlement. If a Class
5 Member does not submit a Notice of Objection or appear at the Final Approval Hearing to
6 object, either personally or through counsel, such objection will be deemed waived, unless
7 otherwise ordered by the Court.

8 **b. Request for Exclusion from the Class Settlement.** The Notice will
9 explain that Class Members may exclude themselves from the Class Settlement by
10 mailing to the Settlement Administrator a signed Request for Exclusion Form (Exhibit
11 "C") or a letter in conformity with the requirements set forth in paragraph 34. The
12 Administrator may not reject a Request for Exclusion as invalid because it fails to contain
13 all the information specified in the Class Notice. The Administrator shall accept any
14 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
15 the person as a Class Member and the Class Member's desire to be excluded. If a question
16 is raised about the authenticity of a signed Request for Exclusion or the identity of the
17 Class Member requesting exclusion is unclear, the Settlement Administrator will have the
18 right to demand additional proof or information of the Class Member's identity. A Class
19 Member who timely submits a valid Request for Exclusion will not participate in or be
20 bound by the Class Settlement and the Final Approval Order and Judgment with respect to
21 the Class Settlement, however, they will be bound to their PAGA Settlement if they are an
22 Aggrieved Employee. A Class Member who does not complete and transmit a valid
23 Request for Exclusion in the manner and by the deadline specified above will be bound by
24 all terms and conditions of the Class Settlement, including the release of Released Class
25 Claims, if the Settlement is approved by the Court, and by the Final Approval Order and
26 Judgment with respect to the Class Settlement.

27 **c. Undeliverable.** If the Settlement Administrator is unable to obtain a valid
28 address for a Class Member, and the Settlement Administrator is unable to mail a Class

1 Member their Notice, the Class Member Notice will be considered undeliverable.
2 Nevertheless, Class Members whose Notice is undeliverable will be considered
3 Participating Class Members bound by the terms of the Settlement Agreement, including
4 the releases provided therein, in the same manner as other Participating Class Members.

5 d. **Report.** No later than seven (7) calendar days after the Response
6 Deadline, the Settlement Administrator will provide the Parties with a complete and
7 accurate list of the names of all then-identified Participating Class Members, objectors,
8 and opt-outs.

9 61. **Resolution of Disputes.** If a Class Member disputes the Workweeks information
10 shown on his, her, or their Notice, the Class Member must ask the Settlement Administrator to
11 resolve the matter by submitting a timely and valid Workweeks Dispute to the Settlement
12 Administrator, in conformity with the requirements set forth in paragraph 39. In the event of such
13 a dispute, Defendant will have the right to review its payroll and personnel records to verify the
14 correct information. After consultation with Class Counsel, the Class Member, and Defendant's
15 Counsel, the Settlement Administrator will make a determination of the correct number of
16 Workweeks to be credited to the individual, and that determination will be final and binding on
17 the Parties and the Class Member, and non-appealable.

18 62. **No Solicitation of Objection or Request for Exclusion.** Plaintiff agrees that she
19 will not opt out of the Settlement. Neither the Parties nor their respective counsel will solicit or
20 otherwise encourage directly or indirectly any Class Member to object to, or request exclusion
21 from, the Settlement, or move to vacate or appeal from the Final Approval Order and Judgment
22 contemplated to be entered in this Action pursuant to the Settlement.

23 63. **Right of Defendant to Reject Settlement.** If 5% or more of the Class Members
24 validly elect not to participate in the Class Settlement, Defendant will have the right to, in its sole
25 discretion, rescind the Settlement, and the Settlement and all actions taken in its furtherance will
26 be null and void. Defendant will notify Class Counsel of its decision to rescind the Settlement in
27 writing no later than fourteen (14) calendar days after the Settlement Administrator sends the
28 final list of all Class Members that submitted a valid Request for Exclusion following the

1 Response Deadline. If Defendant elects to rescind the Settlement, Defendant will pay all
2 reasonable fees and costs incurred by the Settlement Administrator in administering the
3 Settlement up until the date that Defendant gives notice to Class Counsel that it is exercising its
4 right to rescind the Settlement pursuant to this paragraph.

5 **64. Additional Briefing and Final Approval.**

6 a. Plaintiff will prepare and file in Court at least 16 court days before the
7 Final Approval Hearing, a motion for final approval of the Settlement that includes a
8 request for the Court's final approval of the LWDA Payment, payment of the Settlement
9 Administration Costs, the Enhancement Award to Plaintiff, and the Class Counsel's
10 Attorneys' Fees and Costs pursuant to this Settlement. By way of said motion, Plaintiff
11 will apply for the entry of the Final Approval Order and Judgment, which will provide for,
12 in substantial part, the following:

- 13 i. Approval of the Settlement as fair, reasonable, and adequate, and
14 directing consummation of its terms and provisions;
- 15 ii. Confirming and making final its prior conditional certification of the
16 Class as to Participating Class Members;
- 17 iii. Confirming and making final its prior preliminary appointment of
18 Plaintiff as representatives of the Class;
- 19 iv. Confirming and making final its prior preliminary appointment of
20 Class Counsel as counsel for the Class;
- 21 v. Approval of the application for Attorneys' Fees and Costs to Class
22 Counsel;
- 23 vi. Approval of the application for Enhancement Award to Plaintiff;
- 24 vii. Approval of the application for Settlement Administration Costs to
25 the Settlement Administrator;
- 26 viii. Directing Defendant to fund all amounts due under the Settlement
27 Agreement and ordered by the Court; and
28

ix. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with the Settlement Agreement.

b. Either Party or both Parties may file a reply in support of the motion for final approval of the Settlement Administration Costs to the extent that any opposition to the motion is filed. Plaintiff and Class Counsel may file a reply in support of their motion for the Enhancement Award to Plaintiff and payment of the Class Counsel's Attorneys' Fees and Costs if a separate motion is filed for said payments.

c. The Parties agree that if the Settlement is not approved, in whole or in part, because a court determines that the PAGA Settlement Amount (\$80,000.00) should increase, the portion of the Gross Settlement Amount allocated for payment to the Class will be decreased to account for any increase required for the PAGA Settlement Amount such that the Gross Settlement Amount does not exceed \$970,000.00.

d. If the Court reduces or otherwise denies the requested Class Counsel's Attorneys' Fees and Costs or the Enhancement Award to Plaintiff, Plaintiff may appeal that ruling. However, an award by the Court or an appellate court of lesser amounts than sought for the Enhancement Award to Plaintiff or Class Counsel's Attorneys' Fees and Costs will not be deemed a material modification of the Settlement and will not entitle Plaintiff or Plaintiff's Counsel to nullify or void the Settlement.

e. If the Court does not grant preliminary or final approval of the Settlement, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, the Court will give the Parties a reasonable opportunity to attempt to cure any issues precluding, and to ultimately obtain, Court approval of the Settlement by adjusting or revising the terms of the Settlement and/or filing additional or supplemental briefing in connection with the motions for preliminary and final approval. The Parties will make good-faith, reasonable efforts to work together to cure any such issues. If the Parties fail to secure preliminary or final approval thereafter, then this Settlement will be, at either Party's discretion, null and void.

f. Upon final approval of the Settlement by the Court, the Parties will present to the Court, for its approval and entry, the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement; (ii) addressing Settlement administration matters; and (iii) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

65. **Waiver of Right to Appeal.** Provided that the Final Approval Order and Judgment are consistent with the material terms of this Agreement, Plaintiff and Defendant, and their respective counsel hereby waive any and all rights to appeal from the Final Approval Order and Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Final Approval Order and Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Court to award the full Enhancement Award to Plaintiff or the Class Counsel's Attorneys' Fees and Costs sought by them as provided above.

66. **Timing of Settlement Payments.**

a. Within three calendar days after the Effective Date of the Settlement, as defined in paragraph 10 of this Agreement, the Settlement Administrator will provide Defendant with wire transfer information.

b. Within seven calendar days after receiving the wire transfer provided in paragraph 66(b), the Settlement Administrator will pay the Individual Class Payments to Participating Class Members, the Individual PAGA Payments to the Aggrieved Employees, the Enhancement Award to the Plaintiff, the LWDA Payment to the LWDA, the Class Counsel's Attorneys' Fees and Costs to Class Counsel, and the Settlement Administration Costs to the Settlement Administrator.

1 c. Funding: Defendant agrees to deposit the Settlement Amount into a
2 Qualified Settlement Fund within 30 days of the Final Approval Order.

3 67. **Validity of Checks.** All Individual Class Payments and Individual PAGA
4 Payments will be valid for 180 calendar days after they are mailed. If a check is returned to the
5 Settlement Administrator, the Settlement Administrator shall re-mail checks within seven days to
6 the USPS forwarding address provided or to an address ascertained through using all reasonably
7 available sources, methods and means including, but not limited to, the National Change of
8 Address database, skip traces, and direct contact by the Settlement Administrator with Class
9 Members. The Administrator need not take further steps to deliver checks to Class Members
10 whose re-mailed checks are returned as undelivered. After 180 calendar days have lapsed since
11 the initial mailing of the checks, the checks will be canceled and the Settlement Administrator
12 will distribute all remaining funds represented by the canceled checks to the California State
13 Controller's Office, Unclaimed Property Division in the name of the Class Member and/or
14 Aggrieved Employee, where the Class Member and/or Aggrieved Employee can later claim his,
15 her, or their funds, thereby leaving no "unpaid residue" subject to the requirements of California
16 Code of Civil Procedure Section 384, subd. (b).

17 68. **Effect of Disapproval, Termination, or Cancellation.** If the Court does not
18 grant final approval of the Settlement, or if the Court's final approval of the Settlement is
19 reversed or materially modified on appellate review, then the Settlement will be null and void
20 after the Parties fulfill and exhaust their obligations under paragraphs 58(c) and 64(e); if that
21 occurs, the Parties will have no further obligations under the Settlement, including any obligation
22 by Defendant to pay the Gross Settlement Amount. However, Defendant will pay the reasonable
23 fees and expenses of the Settlement Administrator to the date of disapproval, termination, or
24 cancellation. Furthermore, the Preliminary Approval Order, Final Approval Order and Judgment,
25 including any order certifying the Class, will be vacated. The Settlement Agreement and all
26 negotiations, statements, and proceedings relating thereto will be without prejudice to the rights
27 of any of the Parties, all of whom will be restored to their respective positions in the Action
28 before the execution of the Settlement Agreement. Neither this Settlement Agreement, nor any

1 ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all
2 matters associated with the mediation) will be admissible or offered into evidence in the Action or
3 any other action for any purpose. Any documents generated to bring the Settlement into effect
4 will be null and void, and any order or judgment entered by the Court in furtherance of this
5 Settlement Agreement will likewise be treated as void from the beginning.

6 **MISCELLANEOUS SETTLEMENT PROVISIONS**

7 69. **Authorization of the Parties and Binding Agreement.** The Parties warrant that
8 they understand and have full authority to enter into this Settlement agreement. The Parties
9 intend that this Settlement Agreement will be fully enforceable and binding upon all Parties, and
10 that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
11 notwithstanding the mediation confidentiality provisions that otherwise might apply under federal
12 or state law.

13 70. **Confidentiality of Settlement.** Plaintiff and her counsel agree that the terms of
14 this Settlement (including, but not limited to, the Settlement Amount), the negotiations leading to
15 the execution of this Settlement, and the Settlement itself, shall not be discussed with or
16 publicized or promoted to the media (including, without limitation, legal periodicals and
17 publications, such as "Jury Verdicts" or "Law360," or disclosure of the Settlement or Settlement
18 Amount on any website of Plaintiff's counsel), or the public at large, without the advance written
19 consent of Defendant. However, nothing herein shall restrict Class Counsel's obligations to assist
20 Class Members with inquiries regarding the settlement nor including this Action for purposes of
21 adequacy of Class Counsel in future Court filings.

22 71. **Subsequent Disputes Regarding Settlement Agreement.** The Court will retain
23 jurisdiction over this Settlement. However, any disputes arising out of or relating to this
24 Settlement Agreement will be submitted to Mediator Lynn Frank.

25 72. **No Waiver.** Nothing in this Settlement will serve as a waiver of future rights and
26 this language will be included in the Notice sent to Class Members.

27 73. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the
28 Settlement is a fair, adequate, and reasonable settlement of the Action, Released Class Claims,

1 and Released PAGA Claims, and will so represent to the Court via the unopposed motion for
2 preliminary approval. The Parties also agree that they have arrived at this Settlement after arm's-
3 length negotiations and in the context of adversarial litigation, taking into account all relevant
4 factors, present and potential. The Parties further acknowledge that they are each represented by
5 competent counsel and that they have had an opportunity to consult with their counsel regarding
6 the fairness and reasonableness of this Settlement Agreement. The Parties have agreed to work
7 together expeditiously and cooperatively to obtain preliminary and final approval of this
8 Settlement.

9 **74. Admissibility of Settlement Agreement.** Notwithstanding any privilege
10 applicable to settlement or mediation proceedings, this Settlement Agreement is a confidential
11 settlement document and may not be admitted into evidence or used in any proceeding except an
12 action, motion, or proceeding to approve, interpret, or enforce the terms of this Settlement.

13 **75. No Admission of Liability.** Neither this Settlement Agreement nor any other
14 documents prepared in connection with this Settlement are in any way an admission of liability by
15 Defendant. Moreover, Defendant denies all liability for any alleged wrongdoing and a statement
16 to this effect will be included in the Notice sent to Class Members.

17 **76. Certification for Settlement Purposes Only.** For the purposes of the Settlement
18 only, the Parties stipulate to the certification of the class whose members are defined in paragraph
19 6. If the Court does not grant preliminary or final approval of the Settlement, this stipulation will
20 have no effect, and class certification will automatically be deemed not to have been granted.
21 The Parties agree that this Settlement stipulation is in no way an admission that class certification
22 is proper under California Code of Civil Procedure § 382 or Rule 23 of the Federal Rules of Civil
23 Procedure. The Parties further agree that this stipulation will not be admissible in this or any
24 other proceeding as evidence that a class should be certified as Plaintiff proposes or that
25 Defendant is liable in any way to Plaintiff or the class that Plaintiff alleges. Defendant expressly
26 reserves the right to oppose class certification of any purported class should this Settlement fail to
27 become final and effective.

28 **77. Authority to Act for Parties.** Counsel for all Parties represent and warrant that

1 they are expressly authorized by the Parties whom they represent to negotiate this Settlement
2 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
3 pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents
4 required to effectuate the terms of this Settlement Agreement.

5 **78. Counterparts, Electronic and Facsimile Signatures.** This Settlement
6 Agreement may be executed in one or more counterparts, and each such counterpart will be
7 deemed an original, but all of which taken together will constitute one and the same Settlement
8 Agreement. The Parties agree that this Agreement may be signed electronically via DocuSign or
9 another electronic signature platform. Any signature pages transmitted via facsimile or email
10 PDF(s) will be regarded as original counterpart signature pages.

11 **79. Judgment to be Entered by the Court.** If the Court grants Final Approval as to
12 the Settlement, the Court will enter the Final Approval Order and Judgment in accordance with
13 the terms of this Settlement Agreement. The Parties will provide the Settlement Administrator
14 with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the
15 Settlement Administrator will post the Final Approval Order and Judgment on its website for 60
16 calendar days. This will satisfy California Rules of Court 3.771(b), and no individualized notice
17 of the Final Approval Order and Judgment to the Class will be required.

18 **80. Mutual Full Cooperation.** The Parties agree to fully cooperate with each other in
19 good faith to accomplish the terms of this Settlement, including, but not limited to, execution of
20 such documents and taking such other action as reasonably necessary to implement the terms of
21 this Settlement. The Parties will use their best efforts, including all efforts contemplated by this
22 Settlement and any other efforts that may become necessary by order of the Court, or otherwise,
23 to effectuate this Settlement.

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

28 **82. Applicable Law.** This Settlement Agreement is made under and will be governed

1 and construed in accordance with California law. If any civil action is filed to enforce or interpret
2 any term or provision of this Agreement, or otherwise, the appropriate venue will be a state or
3 federal court of competent jurisdiction located in or covering Los Angeles County in the State of
4 California.

5 83. **Construction.** The Parties agree the terms and conditions of this Settlement are
6 the result of lengthy, intensive, arm's-length negotiations and this Settlement will not be
7 construed in favor of or against any Party by reason of the extent to which any Party or his, her,
8 their, or its counsel participated in the drafting of this Settlement Agreement.

9 84. **Paragraph Titles and Captions.** Paragraph titles and/or captions contained
10 herein are inserted as a matter of convenience and for reference, and in no way define, limit,
11 extend, or describe the scope of the Settlement or any provision of the Settlement.

12 85. **Modification.** The Settlement may not be changed, altered, or modified, except in
13 writing and signed by the Parties, and approved by the Court. The Settlement may not be
14 discharged except by performance in accordance with its terms or by a writing signed by the
15 Parties.

16 86. **Integration Clause.** This Settlement Agreement contains the entire agreement
17 between the Parties relating to the Settlement, and all prior or contemporaneous agreements,
18 understandings, representations, and statements, whether oral or written and whether by a Party or
19 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
20 writing.

21 87. **Severability.** If any provision of this Agreement is unenforceable, for any reason,
22 the remaining provisions will nevertheless be of full force and effect, subject to the limitations set
23 out in paragraph 58(c) regarding the effect of disapproval, termination, modification, or
24 cancellation by the Court of any material term or condition of this Agreement.

25 88. **Binding on Successors and Assigns.** The Settlement will be binding upon and
26 inure to the benefit of the Parties and their respective predecessors, successors, parents,
27 subsidiaries, affiliates, heirs, trustees, executors, administrators, successors, and assigns and upon
28 any corporate or other entity into or with which any Party hereto may merge, combine, or

consolidate.

89. **Class Member Signatories.** It is agreed that because the members of the Class are numerous, it is impossible or impracticable to have each Class Member execute the Settlement. The Notice will advise all Class Members of the binding nature of the Class Settlement as to the Participating Class Members, and the release will have the same force and effect as if this Settlement were executed by each Class Member.

90. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure § 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

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

To Plaintiff and Class Counsel:

Kane Moon
Allen Feghali
Julie Oh
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st
Floor
Los Angeles, California 90017

To Defendant:

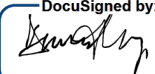
Felicia A. Davis
Ankush Dhupar
PAUL HASTINGS LLP
515 South Flower Street, 25th Floor
Los Angeles, California 90071

IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this Settlement Agreement as of the date(s) set forth below.

PLAINTIFF:

DIANE ALVAREZ

Signature: _____

DocuSigned by:

ESC27441865749C...

Date: 10/26/2024

COUNSEL FOR PLAINTIFF AND THE SETTLEMENT CLASS:

MOON LAW GROUP, P.C.

Signature: _____

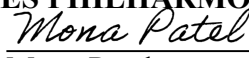

Kane Moon
Allen Feghali
Julie Oh

Date: 10/28/2024

DEFENDANT:

LOS ANGELES PHILHARMONIC ASSOCIATION

Signature: _____

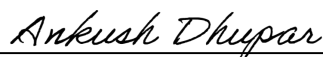

Mona Patel
General Counsel

Date: 11/14/2024

COUNSEL FOR DEFENDANT:

PAUL HASTINGS LLP

Signature: _____


Ankush Dhupar

Date: 11/15/2024

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EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA REPRESENTATIVE ACTION

SETTLEMENT

Diane Alvarez vs. Los Angeles Philharmonic Association, Court Case No. 22STCV21979.

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

You may be eligible to receive money from the above-referenced wage-and-hour putative class and representative action lawsuit (“Action”) against Los Angeles Philharmonic Association. (the “LA Phil,” the “Company,” or “Defendant”). The Action was filed by former LA Phil employee Diane Alvarez (“Plaintiff”), and seeks unpaid wages, penalties, and other relief for alleged violations of the California Labor Code and California Business and Professions Code section 17200, *et seq.*

“**Class Members**” means all current and former non-exempt persons directly employed by Defendant and who worked for Defendant as a full-time or part-time Regular, Temporary or Seasonal employee (as defined by Defendant) at any of Defendant’s locations in the State of California at any time during the period between July 7, 2021, through the date the Court grants approval (“Class Period”).

“**Aggrieved Employees**” means all current and former non-exempt persons directly employed by Defendant and who worked for Defendant as a full-time or part-time Regular, Temporary or Seasonal employee (as defined by Defendant) at any of Defendant’s locations in the State of California at any time during the period from July 7, 2021, through the end of the Class Period (“PAGA Period”).

The Settlement has two main parts: (1) a Class Settlement requiring the LA Phil to fund Individual Class Payments in exchange for the settlement and resolution of Released Class Claims, and (2) a PAGA Settlement requiring the LA Phil to fund Individual PAGA Payments and pay penalties to the California Labor & Workforce Development Agency (“LWDA”) in exchange for the settlement and resolution of Released PAGA Claims.

Based on the LA Phil’s records, **your Individual Class Payment is estimated to be \$ [REDACTED] (less employee’s share of taxes and withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. These are only estimates and the actual amount you will receive may be different and will depend on a number of factors.

Participating Class Members are eligible for Individual Class Payments under the Settlement based on the number of weeks that a Class Member performed work in California as an employee of Defendant in a non-exempt position (“**Workweeks**”) during the Class Period, based on payroll and time records, hire dates, re-hire dates (as applicable), leave of absence dates, and termination dates (as applicable). Aggrieved Employees are eligible for Individual PAGA Payments based on their Workweeks during the PAGA Period.

Based on the Company’s records, **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Workweeks** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or PAGA Period, you can submit a challenge by the deadline date. See Section **E.3.** of this Notice.

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

Plaintiff and Plaintiff's attorneys, Moon Law Group, P.C. ("Class Counsel"). The Court will also decide whether to enter a judgment that requires the LA Phil to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the LA Phil and other Released Parties. See Section **D.7. and D.8.** of this Notice.

The LA Phil will not retaliate against you for any actions you take with respect to the Settlement.

A. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you worked for the LA Phil during the Class Period and/or the PAGA Period, these are your options under the Settlement:

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, and eligible for an Individual Class Payment; if you are an Aggrieved Employee, you will also be eligible for an Individual PAGA Payment. If you are a Participating Class Member, you will give up your right to assert Released Class Claims against the LA Phil and other Released Parties. If you are an Aggrieved Employee, you will give up your right to assert Released PAGA Claims against the LA Phil and other Released Parties. See Section D.7. and D.8. of this Notice.
You Can Opt Out of the Class Settlement but not the PAGA Settlement. The Opt-Out Deadline is [RESPONSE DEADLINE]	If you do not want to participate in the Class Settlement, you can exclude yourself from the Class Settlement by completing and sending a written Request for Exclusion or the accompanying Request for Exclusion Form to the Settlement Administrator. See Section G. of this Notice. Once excluded from the Class Settlement, you will not be a Participating Class Member and no longer be eligible for an Individual Class Payment, you will, however, preserve your right to pursue Released Class Claims that you may have against the LA Phil and Released Parties. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment and will give up your right to assert Released PAGA Claims against the LA Phil and Released Parties. Aggrieved Employees cannot opt out of the PAGA Settlement. See Section D.8 of this Notice.
Participating Class Members Can Object to the Class Settlement; Written Objections Must be Submitted by [RESPONSE DEADLINE]	All Class Members who do not opt out of the Class Settlement ("Participating Class Members") can object to the Class Settlement by completing and submitting a written Notice of Objection or the accompanying Notice of Objection Form to the Settlement Administrator or appearing and verbally objecting at the Court's Final Approval Hearing. You are not personally responsible for any payments to Class Counsel or Plaintiff. If you hire your own separate attorney, you may be responsible for fees and costs for that attorney. See Section H. of this Notice.
You Can Participate in the [FINAL APPROVAL HEARING DATE TO BE INSERTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] at [TIME] in Department 36 of the Superior Court for the County of Los Angeles, California. You do not have to attend but you do have the right to appear in person (or hire an attorney to appear on your behalf at your own cost) to object to the settlement. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H. and I. of this Notice.

You Can Dispute the Number of Workweeks Credited to You; Workweeks Disputes Must be Submitted by
[RESPONSE DEADLINE]

The amount of your Individual Class Payment depends on how many Workweeks you worked during the Class Period, while the amount of your Individual PAGA Payment (if any) depends how many Workweeks you worked during the PAGA Period. The number of Workweeks you worked according to the Company's records are stated on the first page of this Notice. If you disagree with either of these numbers, you must send a Workweeks Dispute in conformity with the requirements set forth in **Section E.3.** of this Notice.

B. WHAT IS THE ACTION ABOUT?

On July 7, 2022, Plaintiff Diane Alvarez filed the civil action entitled *Diane Alvarez, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, Plaintiff, vs. Los Angeles Philharmonic Association; and DOES 1 to 10, inclusive, Defendant*, a Case No. 22STCV21979 in the Superior Court of the County of Los Angeles, against Defendant ("**Action**"). On September 7, 2022, Plaintiff amended her complaint to add a cause of action seeking civil penalties the California's Private Attorney General Act. Plaintiff then amended her complaint again to add class action claims for the purposes of seeking approval of the Settlement ("**Operative Complaint**"). The Operative Complaint alleges that Defendant violated California labor laws by (a) failing to pay wages, including overtime premium pay and the minimum wage; (b) failing to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee's regular rate of pay for missed, short, or late meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) omitting certain types of remuneration when calculating an employee's regular rate of pay; (d) failing to pay compensation at employees' final rate of pay for unused vested paid vacation days at the termination of employment and associated penalties thereon; (e) failing to indemnify and/or reimburse employees for all business expenses; (f) failing to maintain accurate, required payroll records; (g) failing to issue compliant, accurate wage statements; and (h) failing to issue timely payment of wages during, and upon termination of, employment. Based on these alleged violations, Plaintiff has also asserted that Defendant engaged in unfair business practices in violation of the California Business and Professions Code § 17200, *et seq.* and owes civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("**PAGA**").

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

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

So far, the Court has made no determination whether Plaintiff or Defendant are/is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the cases by agreement (settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing the Class Action and PAGA Action Settlement Agreement ("**Settlement**," "**Settlement Agreement**," or "**Agreement**") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a Settlement that is subject to the Court's final approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe that: (1) the LA Phil 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) the Settlement is in the best interests of the Class Members, Aggrieved Employees, and the State of California.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate; authorized this Notice; and scheduled a hearing to determine whether to grant final approval of the Settlement and enter judgment.

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

1. The Gross Settlement Amount is \$970,000.00 ("Gross Settlement Amount"). The LA Phil has agreed to deposit \$970,000.00 into an account controlled by the Settlement Administrator for the Settlement (the "Gross Settlement Amount"). The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Enhancement Award to Plaintiff, Attorneys' Fees and Costs to Class Counsel, the Settlement Administration Costs to the Settlement Administrator, and LWDA Payment to the LWDA. Assuming the Court grants final approval of the Settlement, the LA Phil will fund the Gross Settlement Amount plus the employer portion of the payroll taxes due on wage payments made from the Net Settlement Amount to Class Members not more than 30 calendar days after the Effective Date of the Settlement. The Settlement Administrator will make the required payments within seven calendar days after the LA Phil deposits the Gross Settlement Amount and Employer Taxes.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

a. Attorneys' Fees and Costs: Defendant has agreed not to oppose or object to Class Counsel's request for attorney's fees of up to one-third (1/3) of the Gross Settlement Amount (\$323,333.33) and actual litigation costs up to \$25,000.00 (**"Attorneys' Fees and Costs"**). Any portion of the fee allocation or costs not approved by the Court will be allocated to the Net Settlement Amount. If the Court decides to award a different amount to Class Counsel, this Agreement shall not be voided or nullified.

b. Enhancement Award: Up to \$7,500.00 to Plaintiff for prosecuting the Class Action and PAGA Action, working with Class Counsel, and representing the Class, Aggrieved Employees (**"Enhancement Award"**).

c. Settlement Administration Costs: Up to \$40,000 to the Settlement Administrator for its fees and expenses incurred in administering the Settlement (**"Settlement Administration Costs"**).

d. PAGA Settlement Amount: Up to \$80,000.00 for civil penalties under PAGA (**"PAGA Settlement Amount"**), allocated 75% (\$60,000.00) to the LWDA (**"LWDA Payment"**) and 25% (\$20,000.00) to the Aggrieved Employees (**"Aggrieved Employees' PAGA Settlement"**) as Individual PAGA Payments, distributed *pro rata* based on their Workweeks during PAGA Period.

3. Net Settlement Amount Distributed to Participating Class Members. After making the deductions provided in **Section D.2** above in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the **"Net Settlement Amount"**) by making Individual Class Payments to Participating Class Members based *pro rata* on their Workweeks during the Class Period.

4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiff and the LA Phil are asking the Court to approve an allocation as follows: of

20% of each Individual Class Payment to taxable wages (“wage portion”); 40% of the amount distributed as interest on the unpaid wages; and 40% of the amount distributed as statutory penalties. The wage portion is subject to employee’s share of withholdings and will be reported on IRS W-2 Forms. (The LA Phil will separately pay the Employer Taxes it owes on the wage portion.) The Individual PAGA Payments are counted as penalties, rather than wages, for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the non-wage portions of the Individual Class Payments on IRS 1099-MISC Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether any payments that you receive from the Settlement 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 you receive from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash, deposit, or otherwise negotiate your check by the void date, the check will be automatically canceled, and the monies will be deposited with the California State Controller’s Office, Unclaimed Property Division in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property Division, you should consult the Division’s instructions on how to retrieve your money at the following website: https://www.sco.ca.gov/upd_form_claim.html.

6. The 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. Plaintiff and the LA Phil have agreed that, in either case, the Settlement will be void, and that the LA Phil will not pay any money (other than the Settlement Administrator’s fees and costs up to the date the Settlement is void). In the event that the Settlement is void, the releases of claims contemplated under the Settlement will also be void.

7. Class Settlement and Participating Class Members’ Release of Released Class Claims.

“**Class Settlement**” means the settlement and resolution of Released Class Claims by virtue of the Settlement and by operation of the contemplated Final Approval Order and Judgment to be approved by the Court, upon the Effective Date of the Settlement and payment by Defendant to the Settlement Administrator of the full amount of the Gross Settlement Amount and Employer Taxes, Plaintiff and the Participating Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. The period of this release will extend to the limits of the Class Period.

“**Released Class Claims**” means any and all claims, known or unknown, contingent or accrued, against every Released Party, that have been, or could have been, asserted and that arise from the facts, matters, transactions or occurrences alleged in the Action, including, without limiting the foregoing, claims for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to provide one day's rest in seven; failure to maintain accurate payroll records; failure to provide notice of material terms of employment; failure to provide paid sick leave and COVID supplemental sick leave; failure to provide reporting time pay; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 212, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 235.5, 245-249, 292, 293, 401, 410, 432, 432.5, 460, 510,

512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, 2810.5, 6409.6, 6432, the applicable California Wage Orders, and all related or corresponding federal laws; violation of California Business and Professions Code § 17200, *et seq.*; and claims under California Labor Code § 2698, *et seq.*

“**Released Parties**” means the LA Phil and its current and former parents, predecessors or successors, holding companies, affiliated companies, or entities (including, but not limited to, each of their respective owners, shareholders, members, partners, officers, directors, managers, employees, and agents).

8. PAGA Settlement and Aggrieved Employees Release of Released PAGA Claims.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

By virtue of the Settlement and by operation of the contemplated Final Approval Order and Judgment to be approved by the Court, upon the Effective Date of the Settlement and full funding of the full amount of the Gross Settlement Amount and Employer Taxes by Defendant, Plaintiff, the State of California with respect to the Aggrieved Employees, and Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (defined above in **Section D.7** of this Notice) of all Released PAGA Claims pertaining to Plaintiff and the Aggrieved Employees, whether known or unknown. The State of California with respect to the Aggrieved Employees, and the Aggrieved Employees do not release any claims based on facts occurring outside the PAGA Period.

“**Released PAGA Claims**” means any and all claims for civil penalties under PAGA, known or unknown, contingent or accrued, against every Released Party, that have been, or could have been, asserted and that arise from the facts, matters, transactions or occurrences alleged in the Action and/or Plaintiff’s PAGA Notice, including, without limiting the foregoing, claims for PAGA civil penalties based on claims for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to provide one day’s rest in seven; failure to maintain accurate payroll records; failure to provide notice of material terms of employment; failure to provide paid sick leave and COVID supplemental sick leave; failure to provide reporting time pay; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 212, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 235.5, 245-249, 292, 293, 401, 410, 432, 432.5, 460, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, 2810.5, 6409.6, 6432, the applicable California Wage Orders.

E. **HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Settlement Administrator will calculate and distribute each Participating Class Member’s *pro rata* share of the Net Settlement Amount (“**Individual Class Payment(s)**”) based on the number of their Workweeks during the Class Period. Individual Class Payments will be calculated as follows: the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the “**Final Workweek Value**,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his, her, or their Individual Class Payment.

2. Individual PAGA Payments. The Settlement Administrator will calculate and distribute each Aggrieved Employee’s *pro rata* share of the Aggrieved Employees’ PAGA

Settlement (“**Individual PAGA Payment(s)**”) based on their Workweeks during the PAGA Period. Individual PAGA Payments will be calculated as follows: the Settlement Administrator will divide the Aggrieved Employees’ PAGA Settlement (*i.e.*, 25% of the PAGA Settlement Amount) by the total number of Aggrieved Employee’s Workweeks worked during the PAGA Period to yield the “**PAGA Workweek Value**,” and multiply each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his, her, or their Individual PAGA Payment.

3. Workweeks Disputes. The number of Workweeks you worked during the Class Period and PAGA Period, as recorded in the Company’s records, are stated on the first page of this Notice. If you believe any of that information is not correct, you can challenge it by sending a letter (“**Workweeks Dispute**”) to the Settlement Administrator that: (a) contains the case name and number of the Class Action; (b) contains your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) clearly states that you dispute the number of Workweeks credited and what you contend is the correct number to be credited to you; (d) includes information and/or attaches documentation supporting the number of Workweeks that you contend should be credited; and (e) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before **[RESPONSE DEADLINE]**. **Section J**, of this Notice has the Settlement Administrator’s contact information.

The Settlement Administrator will accept the Company’s calculation of Workweeks based on the Company’s records as accurate unless you send copies of records containing contrary information or the Settlement Administrator discovers a computation error. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve your Workweek Dispute after consultation with you, Class Counsel, and the Company’s counsel. The Settlement Administrator’s decision will be final. You cannot appeal or otherwise challenge its final decision.

F. HOW WILL I GET PAID?

The Settlement Administrator will issue every Participating Class Member (*i.e.*, every Class Member who does not exclude themselves from the Class Settlement) an Individual Class Payment and will issue every Aggrieved Employee an Individual PAGA Payment by way of checks sent by U.S. First-Class mail. The Settlement Administrator may issue a single check, combining the Individual Class Payment and the Individual PAGA Payment if the recipient is eligible for both of those payments.

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

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

Complete and submit to the Settlement Administrator a written Request for Exclusion Form (attached) or an equivalent letter (“**Request for Exclusion**”) to the Settlement Administration that reflects your wish to be excluded from the Class and to not participate in the Class Settlement. It must: (1) contain the case name and number of the Class Action; (2) contain your full name, signature, address, telephone number, and the last four digits of your Social Security number; (3) clearly state that you do not wish to be included in the Class Settlement; and (4) be sent by mail to the Settlement Administrator at the specified address, postmarked on or before **[RESPONSE DEADLINE]**, or it will be invalid.. Even if your Request for Exclusion does not contain all of the following information, it will be valid if the Settlement Administrator can reasonably ascertain your identity as a Class Member and your desire to be excluded from the Settlement is reasonably communicated. **Section J**, of the Notice has the Settlement Administrator’s contact information.

H. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. To do so in writing, complete and submit to the Settlement Administrator a written Notice of Objection Form (attached) or an equivalent letter (“**Notice of Objection**”) to the Settlement Administrator reflecting your objection to the Class Settlement that: (1) contains the case name and number of the Class Action; (2) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contains a written statement of all grounds for the objection to the Class Settlement accompanied by any legal support for such objection; (4) includes copies of any papers, briefs, or other documents upon which the objection to the Class Settlement is based, if any; (5) contains the name and contact information of any attorney representing you with respect to your objection to the Class Settlement; and (6) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before **[RESPONSE DEADLINE]**. **Section J.** of this Notice has the Settlement Administrator’s contact information.

Alternatively or in addition to submitting a written Notice of Objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section I.** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

I. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **[DATE TO BE INSERTED]** at **[time]** in Department 36 of the Superior Court for the County of Los Angeles, located at 111 North Hill Street, 4th Floor, Los Angeles, CA 90012. At the hearing, the Court will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comments from objectors, Class Counsel, and counsel for the LA Phil before making a decision. You can attend (or hire a lawyer to attend).

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court’s calendar at <https://www.lacourt.org/CivilCalendar/ui/mainpanel.aspx?CaseType=general#ResultTop> beforehand or contact the Settlement Administrator or Class Counsel to verify the date and time of the Final Approval Hearing.

J. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do, and the terms for resolution of the Action, Released Class Claims, and Released PAGA Claims, under the Settlement. The easiest way to read the Agreement, the contemplated Final Approval Order and Judgment, or any other case-related or Settlement-related documents is to go to the Court’s website (<https://www.lacourt.org/>) and enter the Case Number for the Class Action (Case No. 22STCV21979). The Agreement and other important documents including the Final Approval Order and Judgment will be posted on the settlement website: **[LINK]**. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk’s Office at the Courthouse, located at 111 North Hill Street, Los Angeles, CA 90012, by calling (213)-633-0156.

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

Class Counsel:

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Allen Feghali (SBN 301080)
afeghali@moonlawgroup.com
Julie Oh (SBN 341157)
joh@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Settlement Administrator:

Name of Company: Phoenix Settlement Administrators
Email Address: TO BE INSERTED
Mailing Address: TO BE INSERTED
Telephone: TO BE INSERTED

Settlement Website:

[LINK]

K. WHAT IF I CHANGE MY ADDRESS?

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

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EXHIBIT B

NOTICE OF OBJECTION FORM

Diane Alvarez vs. Los Angeles Philharmonic Association, Court Case No. 22STCV21979

Only complete this form if you want to object to the class action settlement (that is referred to as “Class Settlement” and discussed further in the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form) in the above-referenced lawsuit (“Action”).

IF YOU OBJECT TO THE CLASS SETTLEMENT, YOU WILL STILL BE INCLUDED IN THE CLASS SETTLEMENT AND WILL RELEASE YOUR RELEASED CLASS CLAIMS. IF INSTEAD YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT, YOU MUST FILL OUT THE SEPARATE FORM TITLED “REQUEST FOR EXCLUSION.” DO NOT FILL OUT BOTH FORMS.

MY OBJECTION

I confirm that I worked for Defendant Los Angeles Philharmonic Association in California as a non-exempt, full-time or part-time Regular, Temporary or Seasonal employee during the period from July 7, 2021, through [REDACTED]. I also confirm that I have received and read the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form and that provides information regarding the Class Settlement and PAGA Settlement in the Action.

I wish to object to the Class Settlement reached in the Action based on the following grounds (you may attach additional pages if necessary):

Print Full Name of Objector: _____

Last Four Digits of Objector’s Social Security Number: _____

Objector’s Street Address: _____

Objector’s City, State and Zip Code: _____

Objector’s Telephone Number: _____

Full Name and Contact Information of Attorney, If Any, Representing Objector:

Objector’s Signature: _____ Date: _____

THIS FORM MUST BE COMPLETED, SIGNED, MAILED TO THE SETTLEMENT ADMINISTRATOR, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this form to the Settlement Administrator at: *Diane Alvarez vs. Los Angeles Philharmonic Association* Settlement c/o Phoenix Settlement Administration, **[Mailing Address]**.

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EXHIBIT C

REQUEST FOR EXCLUSION FORM

Diane Alvarez vs. Los Angeles Philharmonic Association, Court Case No. 22STCV21979

Only complete this form if you want to opt out of (not participate in) the class action settlement (that is referred to as “Class Settlement” and discussed further in the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form) in the above-referenced lawsuit (“Action”).

IF YOU OPT OUT OF THE CLASS SETTLEMENT, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE CLASS SETTLEMENT.

MY REQUEST FOR EXCLUSION

I confirm that I worked for Defendant Los Angeles Philharmonic Association in California as a non-exempt, full-time or part-time Regular, Temporary or Seasonal employee during the period from July 7, 2021, through [REDACTED]. I also confirm that I have received and read the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form and that provides information regarding the Class Settlement and PAGA Settlement in the Action.

Please exclude me from the Class Settlement in the Action. **I do not wish to receive any payment under the terms of the Class Settlement or to otherwise participate in the Class Settlement.** I understand that if I am an Aggrieved Employee (namely, if I worked for Defendant Los Angeles Philharmonic Association in the State of California as a non-exempt employee at some point during the period from July 7, 2021, through [REDACTED], I will nevertheless remain bound to the PAGA Settlement and be issued payment under the terms of the PAGA Settlement.

Print Full Name: _____

Last Four Digits of My Social Security Number: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

My Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED BY YOU, MAILED TO THE SETTLEMENT ADMINISTRATOR, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this form to the Settlement Administrator at: *Diane Alvarez vs. Los Angeles Philharmonic Association* Settlement c/o Phoenix Settlement Administration, **[Mailing Address]**