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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

BRANDON MCCRAY, individually, and on
behalf of other members of the general public
similarly situated, SERGIO ACOSTA,
individually, and on behalf of other members
of the general public similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

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

Defendants.

Case No. 22STCV18793

Honorable Lawrence P. Riff
Department SSC7

CLASS ACTION

**DECLARATION OF JEREMY STERN IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Brandon
McCray and Sergio Acosta); and [Proposed]
Order filed concurrently herewith]

Date: April 10, 2024
Time: 10:00 a.m.
Department: SSC7

Complaint Filed: June 7, 2020
Trial Date: None Set

DECLARATION OF JEREMY STERN

I, Jeremy Stern, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

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

3. Edwin Aiwarzian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In

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

21 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
22 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
23 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
24 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
25 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
26 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
27 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
28 He was admitted to practice law in California in 2010. He is admitted to practice before all courts

of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement, including, and not limited to those listed in paragraph 8 herein.

5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her and Arby Aiwazian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. Yasmin Hosseini is a Member of Lawyers *for* Justice, PC. She received her Bachelor of Arts degree from University of California, Santa Barbara in 2013 and earned her Juris Doctor degree from Pepperdine University School of Law in 2017. She was admitted to practice law in California in 2019. She is admitted to practice before all courts of the State of California and all federal district courts in the State of California. She has worked on many wage and hour class action and PAGA representative matters, and her work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, she represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. She is a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

7. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from Bucknell University in 2020 and earned my Juris Doctor degree from Pepperdine Caruso Law School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice before all courts of the State of California. I have worked on wage and hour class action and PAGA representative cases, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked as a legal intern in various firms and organizations providing entertainment law services, including, *inter alia*, drafting and negotiating contracts, discovery requests, legal research, and drafting memoranda regarding active legal development and cases.

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

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

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

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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

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

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court

1 granted final approval of the class and PAGA representative action settlement. The Kern County
2 Superior Court Case Number is S-1500-CV-273194-LHB.

3 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national wholesale distributor of
5 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
6 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
7 representative action settlement. The Sacramento County Superior Court Case Number is 34-
8 2012-00136285.

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

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

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

25 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a national retailer of upscale
27 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
28 granted final approval of the class and PAGA representative action settlement. The Los Angeles

County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

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

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

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

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

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

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer’s motion to compel arbitration, which resulted in a published opinion by the California

1 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
2 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
3 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
4 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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

10 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a manufacturer of food service
12 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
13 approval of the class and PAGA representative action settlement. The Orange County Superior
14 Court Case Number is 30-2015-00810013-CU-OE-CXC.

15 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a lumber and hardware company on
17 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
18 and PAGA representative action settlement. The Orange County Superior Court Case Number is
19 30-2014-00747750-CU-OE-CXC.

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

25 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
26 representative action against a food company on behalf of non-exempt employees. On June 30,
27 2017, the court granted final approval of the class and PAGA representative action settlement. The
28 Sacramento County Superior Court Case Number is 34-2015-00175871.

1 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a chocolate company on behalf of non-exempt employees. On July
3 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
4 The Alameda County Superior Court Case Number is RG15764300.

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

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

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

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

25 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a global provider of flexible office
27 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC498401.

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

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

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

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

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

27 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a national retailer of apparel and

1 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
2 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
3 court granted final approval of the class and PAGA representative action settlement. The
4 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

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

10 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
11 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
12 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
13 notable decision from the California Supreme Court clarifying the law and finding, in part, that
14 employer arbitration agreements are unenforceable where they block a PAGA claim from
15 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
16 granted approval of the PAGA representative action settlement. The San Diego County Superior
17 Court Case Number is 34-2015-00175330.

18 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a large national drug testing
20 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
21 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
22 granted final approval of the class and PAGA representative action settlement. The San Diego
23 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

24 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
25 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
26 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
27 court granted in part the plaintiff's motion for class certification and certified a class. The
28

1 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
2 Judicial Council Coordination Proceeding Number is 4930.

3 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against manufacturer and supplier of power products and services on
5 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
6 for class certification and certified a class. On August 27, 2021, the court granted final approval
7 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
8 00025968-CU-OE-CTL.

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

13 nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
14 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
15 the court granted the plaintiff's motion for class certification in part and certified a class. The San
16 Francisco Superior Court Case Number is CGC-16-550794.

17 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
18 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
19 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
20 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The
21 Los Angeles County Superior Court Case Number is BC707670.

22 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

23 9. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class and
24 PAGA Representative Action Settlement Agreement and Release Agreement ("Settlement,"
25 "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, on the one hand,
26 and Defendant DailyLook, Inc. ("Defendant"), on the other hand (collectively, the "Parties"). The
27 Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class
28 Notice"), which is attached to the Agreement as "**EXHIBIT A**" and respectfully request that the

1 Court approve it as well.

2 10. The Class is estimated to consist of approximately four hundred and fifty-five (455)
3 individuals.

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

12 12. Settlement Class Counsel has litigated the case for more than one (1) year and was
13 actively preparing the matter for class certification and trial. The Parties have engaged in extensive
14 settlement negotiations and participated in mediation. The mediation was conducted by Steven
15 Rottman, Esq., a well-respected mediator with experience in mediating complex labor and
16 employment matters. In the course of the litigation and in connection with the mediation and
17 settlement discussions, counsel for the Parties exchanged class information and engaged in
18 extensive discussions regarding their evaluations of the case and various aspects of the case,
19 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
20 proceeding with class certification and/or representative adjudication, the law relating to off-the-
21 clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and
22 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
23 other things. During all settlement discussions, both sides conducted their negotiations at arm’s
24 length in an adversarial position. Arriving at a settlement that was acceptable to both sides was
25 not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at
26 certification, and Plaintiffs and Settlement Class Counsel believed that they would be able to
27 obtain class certification and prevail at trial. After conducting extensive investigations, informal
28 discovery, and exchange of information, settlement negotiations, and with the aid of the

1 Mediator's evaluations, the Parties have agreed that the matter is well-suited for settlement given
2 the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides
3 that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution
4 of the Released Class Claims of Plaintiffs and Qualified Class Members and of the Released
5 PAGA Claims of Plaintiff Acosta, PAGA Employees, and the State of California, against the
6 Released Parties.

7 13. Prior to reaching the Settlement, Settlement Class Counsel investigated the veracity,
8 strength, and scope of the claims, and was preparing the action for class certification and trial.
9 Plaintiffs conducted significant investigation and informal discovery regarding the facts of the
10 case, including and not limited to, the exchange, review, and analysis of a large volume of pages
11 of documents and data produced by Defendants. The volume of documents and data that
12 Settlement Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs'
13 employment records, a sampling of time and pay records, internal memoranda, Defendants'
14 operations and employment practices, job descriptions, forms, procedures, and policies (including,
15 and not limited to, Attendance Policy, Timekeeping Policy, Meal Policy, and Break Policy),
16 among other information and documents. Settlement Class Counsel had the opportunity to
17 interview Plaintiffs and other Settlement Class Members to gather facts and to identify potential
18 witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss
19 issues relating to the pleadings, case management, and the production of documents and data prior
20 to mediation. Settlement Class Counsel also drafted pleadings and the mediation brief, and
21 prepared for and attended court proceedings, mediation, and settlement negotiations, among other
22 tasks.

23 14. Counsel for the Parties have also invested time researching and investigating the
24 applicable law, which is often evolving as it relates to certification, representative PAGA claims,
25 off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs' claims
26 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Settlement
27 Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

28 15. The Settlement provides for a Gross Settlement Amount of Eight Hundred Seventy-

1 Five Thousand Dollars (\$850,000.00). The Net Settlement Amount is the Gross Settlement
2 Amount less the following amounts, subject to approval by the Court: Attorneys' Fees and Costs
3 to Settlement Class Counsel, Enhancement Awards to Plaintiffs, Settlement Administration Costs
4 to Settlement Administrator, and the PAGA Allocation. Assuming that the amounts allocated
5 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
6 is currently estimated to be Three Hundred Ninety-Seven Thousand Dollars and Zero Cents
7 (\$397,000.00). The Gross Settlement Amount will be fully distributed in accordance with the
8 terms of the Settlement.

9 16. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or
10 "Settlement Administrator") to handle the notice and settlement administration process. The
11 Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve
12 as the Settlement Administrator. Defendant will provide the Settlement Administrator with a list
13 of Settlement Class Members that Defendant will include the following information for all
14 Settlement Class Members: (1) full name, (2) last known address, (3) full social security number,
15 (4) the total number of Workweeks, and (5) the total number of PAGA Pay Periods (collectively,
16 "Class Data", and the Settlement Administrator will calculate the *pro rata* portion of the Net
17 Settlement Amount that each Settlement Class Member would be entitled to receive under the
18 Class Settlement ("Individual Class Settlement Share"), calculate the *pro rata* portion of the
19 PAGA Employee Amount that each PAGA Employee would be entitled to receive under the
20 PAGA Settlement ("Individual PAGA Settlement Share"). The Settlement Administrator's duties
21 will include: mailing the Class Notice, handling the Class Data, updating Settlement Class
22 Members' mailing addresses before the initial mailing of the Class Notice, calculating Individual
23 Class Settlement Shares and Individual PAGA Settlement Shares, preparing declarations
24 regarding the settlement administration, providing weekly status reports, establishing a Qualified
25 Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Service Code,
26 issuing individual settlement payment checks, voiding uncashed settlement checks, calculate
27 Employer Taxes, and issue to Settlement Class Members forms W-2 and forms 1099 for all
28 amounts paid under this Settlement Agreement. The Settlement Administrator shall furnish its

own Employer ID Number (or such other Employer ID Number that is established for the Qualified Settlement Fund) and calculate all settlement checks and payroll deductions and withholdings required under law based on information that will be confidentially furnished by Defendant. The Settlement Administrator will handle all tax document preparation and reporting, including preparing and filing state and federal tax forms, if any. Settlement Administration Costs are currently estimated not to exceed Ten Thousand Five Hundred Dollars and No Cents (\$10,500.00) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

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

18. Settlement Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs

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

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

25 20. The Settlement Agreement provides for Settlement Class Counsel to apply for
26 attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
27 (i.e., \$297,500.00 if the Gross Settlement amount remains \$850,000.00) and expenses and costs in
28 an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), which will

1 be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted
2 that Settlement Class Counsel has borne all of the risks and costs of litigation and will not receive
3 any compensation until recovery is obtained.

4 21. The Settlement Agreement provides for payments of up to Ten Thousand Dollars
5 and Zero Cents (\$10,000.00) to each of the named Plaintiffs, for a total of \$20,000.00, as
6 Enhancement Awards, to be paid out of the Gross Settlement Amount subject to approval by the
7 Court. Plaintiffs spent considerable time and effort to produce relevant documents and past
8 employment records and to provide the facts and evidence necessary to attempt to prove the
9 allegations. Plaintiffs were available whenever Settlement Class Counsel needed them, and
10 actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims.
11 Accordingly, it is appropriate and just for Plaintiffs to receive Enhancement Awards, in addition
12 to their individual settlement payments, for their services performed on behalf of the Settlement
13 Class, PAGA Employees, and the State of California.

14 22. Settlement Class Counsel submits that the Settlement is fair, reasonable, and
15 adequate, and is in the best interests of Plaintiffs, Settlement Class Members, and the State of
16 California. Settlement Class Counsel further submits that the Settlement is within an acceptable
17 range of recovery for this type of litigation given the strengths and weaknesses of the case, the
18 inherent costs and risks of further litigation, and the costs and risks associated with class
19 certification, representative adjudication, trial, and/or appeals.

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

22 Executed on 20th of February 2024, at Glendale, California.

23 

24 _____
Jeremy Stern

EXHIBIT 1

JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT
AND RELEASE AGREEMENT

Plaintiff Brandon McCray (“McCray”) and proposed plaintiff Sergio Acosta (“Acosta”) (collectively “Named Plaintiffs”), individually, and on behalf of all members of the Settlement Class (as defined herein), and the State of California with respect to PAGA Employees (as defined herein) as private attorneys general under the Private Attorneys General Act , California Labor Code sections 2698 *et seq.* (“PAGA”), and Defendant DailyLook, Inc. (“Defendant” or “DailyLook”), hereby enter into this Joint Stipulation of Class and PAGA Representative Action Settlement and Release Agreement (“Agreement,” “Settlement,” and “Settlement Agreement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “Action” refers to the action entitled *Brandon McCray v. DailyLook, Inc.*, Los Angeles County Superior Court Case No. 22STCV18793.

2. “Attorneys’ Fees and Costs” means attorneys’ fees for Settlement Class Counsel’s litigation and resolution of the Action and all actual costs incurred and to be incurred by Settlement Class Counsel in the Action, as set forth in Section V.2 below.

3. “Settlement Class” and “Settlement Class Members” are all current and former hourly paid or non-exempt employees in California at any time during the Settlement Class Period.

4. “Settlement Class Counsel” refers to Lawyers *for* Justice, P.C.

5. “Class Settlement” means settlement and release of the Released Class Claims.

6. “Net Settlement Amount” is the Gross Settlement Amount, less the PAGA Allocation, court-approved Attorneys’ Fees and Costs, Settlement Administration Costs, and the Enhancement Awards.

7. “Settlement Class Period” refers to the time period from June 7, 2018 through May 28, 2023 or such later date as provided under Section V.1.B.

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

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1 9. “Class Workweeks” or “Workweeks” means the weeks Settlement Class Members worked
2 for Defendant during the Settlement Class Period as hourly-paid or non-exempt employees in California,
3 which Defendant will calculate in a manner that credits one (1) workweek for any period of seven
4 consecutive calendar days, beginning on Sunday at midnight and ending on Saturday at 11:59:59 PM,
5 during which a Settlement Class Member began at least one shift. Defendant’s employment records shall
6 be determinative for purposes of calculating the number of Workweeks to be included in the Class Data,
7 and Partial weeks will be counted as full Workweeks.

8 10. “Defense Counsel” or “Defendant’s Counsel” refers to K&L Gates LLP.

9 11. “Effective Date” of the Settlement shall mean the date upon which all of the following have
10 occurred: (i) the long-form Stipulation of Settlement has been executed by Named Plaintiffs, Defendant,
11 Settlement Class Counsel and Defendant’s Counsel; (ii) the Court has given preliminary approval of the
12 Settlement; (iii) the Notice has been sent to the Settlement Class Members, providing them the opportunity
13 to object to the Class Settlement, and the opportunity to opt out of the Class Settlement; (iv) the Court has
14 held a formal fairness hearing and entered the Court’s Final Order and Judgment; and (v) the later of the
15 following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding
16 opposing the Settlement has elapsed without intervention, or other proceeding having been filed; (B) when
17 any appeal, writ, intervention or other proceeding opposing the Settlement has been dismissed finally and
18 conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, intervention,
19 or other proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further
20 remedies or relief, if no Objection to the Class Settlement is submitted and Named Plaintiffs and
21 Settlement Class Counsel waive their rights to appeal the Court’s judgment approving the Settlement. If
22 the Court declines to approve the Settlement or the Effective Date otherwise fails to occur, the entire
23 Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All
24 negotiations, statements and proceedings and data relating thereto shall be protected by California
25 Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

26 12. “Enhancement Award(s)” means the payments made to the Named Plaintiffs in their
27 capacity as Class Representatives in order to compensate them for their efforts in the Action and their
28 broader release of claims, as set forth in Sections V.3 and VI.3.

1 13. “Individual PAGA Payment” means a PAGA Member’s *pro rata* share of the PAGA
2 Employee Amount that a PAGA Employee is eligible to receive for the PAGA Settlement, as provided
3 in Section VIII.3 below.

4 14. “Individual Settlement Payment” means the net payment of each Qualified Class
5 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
6 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
7 Section VIII.D.4 below.

8 15. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount
9 that a Settlement Class Member may be eligible to receive for the Class Settlement, to be calculated in
10 accordance with Section VIII.2.B.

11 16. “LWDA Payment” refers to the seventy-five percent (75%) portion of the PAGA
12 Allocation (\$75,000.00) that will be payable to the LWDA as its share of the settlement of civil penalties
13 paid under this Agreement pursuant to the Private Attorneys General Act of 2004 (“PAGA”) on behalf of
14 the PAGA Employees.

15 17. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is
16 available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the
17 Court-approved Enhancement Awards, Settlement Administration Costs, PAGA Allocation, and
18 Attorneys’ Fees and Costs.

19 18. “PAGA Allocation” refers to an amount not to exceed One Hundred Thousand Dollars
20 (\$100,000.00), which shall include the LWDA Payment and PAGA Employee Amount. The PAGA
21 Allocation, LWDA Payment, and PAGA Employee Amount shall be paid out of the Gross Settlement
22 Amount.

23 19. “PAGA Employees” are all current and former hourly paid or non-exempt employees in
24 California during the PAGA Period.

25 20. “PAGA Notice” refers to the letter dated May 30, 2023 filed with the LWDA by Plaintiff
26 Sergio Acosta, giving notice of facts and theories of purported violations upon which Plaintiff Acosta
27 intended to seek PAGA penalties.

28 21. “PAGA Settlement” means settlement and release of the Released PAGA Claims.

22. “PAGA Employee Amount” refers to the twenty-five percent (25%) portion of the PAGA Allocation (\$25,000.00) that will be distributed to the PAGA Employees.

23. “PAGA Period” is defined as the time period from June 7, 2021 through May 28, 2023 or such later date as provided under Section V.1.B.

24. “PAGA Pay Periods” means the pay periods PAGA Employees worked for Defendant during the PAGA Period. Defendant’s employment records shall be determinative for purposes of calculating the number of PAGA Pay Periods to be included in the Class Data, and Partial PAGA Pay Periods will be counted as full PAGA Pay Periods.

25. “Parties” collectively refers to Plaintiffs Brandon McCray and Sergio Acosta and Defendant DailyLook, Inc. (each of whom are individually referred to as “Party”).

26. “Released Parties” refers to Defendant and all of its past, present and future direct or indirect parent companies, subsidiaries, predecessors, affiliates and joint ventures, and all of their officers, directors, corporate-level employees, shareholders, agents, servants, registered representatives, attorneys, insurers, reinsurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant.

27. “Response Deadline” shall mean the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which shall be the date that is forty-five (45) calendar days after the Settlement Administrator mails the Class Notice to Settlement Class Members. The Response Deadline will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Class Notice by the Settlement Administrator.

28. “Settlement Administrator” means Phoenix Settlement Administrator, the third-party settlement administrator proposed by the Parties, as approved by the Court, or such other third-party settlement administrator agreed to by the Parties and approved by the Court.

29. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Section V.5 below.

30. “Qualified Class Members” refers to all Settlement Class Members who do not timely and properly opt out of the Class Settlement and shall be those Settlement Class Members who will received a share of the Net Settlement Amount.

31. “Gross Settlement Amount” means the amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the Action, which includes all Attorneys’ Fees and Costs, Enhancement Awards, PAGA Allocation, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs unless Defendant has exercised its option to increase the Gross Settlement Amount on a proportional basis pursuant to Section V.1.B. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount.

32. “Class Complaint” means the initial Class Action Complaint on file in the Action filed on June 7, 2022.

33. “Operative Complaint” or “First Amended Complaint” means the actual First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., upon its filing with the Court, which is contemplated to be filed in the Action, in substantially the form attached here to as “**Exhibit B**,” in order to implement the Settlement.

II. RECITALS

1. On or about June 7, 2022, Plaintiff Brandon McCray (“Plaintiff McCray”) filed a Class Action Complaint for Damages in Los Angeles County Superior Court, Case No. 21STCV22597, naming DailyLook, Inc. as the defendant. The class action complaint asserted claims for, among other things, failure to pay minimum and straight time wages; failure to pay overtime compensation; failure to provide meal periods and pay associated meal premiums; failure to authorize and permit rest breaks and pay associated rest premiums; failure to timely pay final wages at termination; failure to timely pay wages during employment; failure to provide accurate itemized wage statements; failure to keep requisite payroll records; failure to reimburse business expenses; and violation of California’s Unfair Competition Law pursuant to Business & Professions Code sections 17200, et seq. (“Class Complaint”)

1 2. The Parties participated in a full day of mediation with mediator Steve Rottman, Esq. on
2 January 19, 2023. With the aid of the mediator's evaluation the Parties ultimately reached a settlement,
3 which included the material terms contained in this Settlement.

4 3. On May 30, 2023, Plaintiff Sergio Acosta filed the PAGA Notice, and 65 days have passed
5 without a response from the LWDA.

6 4. Parties stipulate that Plaintiff McCray shall file the First Amended Complaint in the Action,
7 adding plaintiff Sergio Acosta and claims and allegations against Defendant for failure to provide sick
8 pay, failure to provide suitable seating, failure to provide reporting time wages, and civil penalties under
9 the PAGA arising out of the same or similar facts, allegations and/or claims alleged in the Class Complaint,
10 the Operative Complaint and Plaintiff Acosta's PAGA Notice, for work performed during the PAGA
11 Period, including, but is not limited to claims for civil penalties based on California Labor Code sections
12 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226, 226(a), 226.7, 227.3, 233, 245, 246 *et seq.*, 510, 512, 558
13 *et seq.*, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, Cal. Code of Regs., Title 8, § 11070(14)),
14 Cal. Code of Regs., Title 8, § 11040 (5)(A)-(B), and the applicable IWC Wage Orders, *including inter*
15 *alia*, Wage Orders 1-2001, 4-2001, 5-2001, 7-2001, 8-2001, and 9-2001. For the purposes of this
16 settlement, the Parties stipulate that the amended claims including, but not limited to, failure to provide
17 sick pay, failure to provide suitable seating, and failure to provide reporting time wages relate back to
18 June 7, 2018, and that civil penalties under the PAGA relates back to June 7, 2021.

19 5. This Settlement Agreement represents a compromise and settlement of highly disputed
20 claims. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any
21 action taken to carry out the terms of this Settlement, is, may be construed as, or may be used as, an
22 admission, concession, or indication by or against Defendant of evidence of any unlawful conduct, fault,
23 wrongdoing or liability whatsoever.

24 6. The Parties now desire to fully, finally, and forever settle, compromise, and discharge the
25 claims released in this Settlement Agreement.

26 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
27 forth, the parties agree as follows:

28 ///

1 **III. NON-ADMISSION OF LIABILITY**

2 1. By entering into this Settlement Agreement, Defendant, on behalf of itself and all
3 Released Parties, denies any liability for any of the claims in the Action as well as any potential or
4 unknown claims based on wage and hour violations under state or federal law.

5 2. Defendant specifically denies that it or any of the Released Parties has engaged in any
6 unlawful or wrongful conduct against Named Plaintiffs or the Class or the PAGA Employees.

7 3. Defendant further contends that, for purposes other than settlement, the Action is not
8 appropriate for class or representative action treatment.

9 **IV. STIPULATION TO CLASS AND CONDITIONAL CERTIFICATION SOLELY FOR**
10 **PURPOSES OF THE SETTLEMENT**

11 1. This Settlement Agreement is contingent upon approval of class certification under
12 California Code of Civil Procedure Section 382 by the Court of the Class for settlement purposes only.
13 Defendant does not waive, and instead expressly reserves, its right to challenge the propriety of class
14 certification treatment for any other purpose should the Court not approve the Settlement Agreement.

15 2. The Parties stipulate to class and conditional certification for purposes of the Settlement
16 Agreement only. If the Court does not grant preliminary and final approval of the Settlement Agreement
17 in substantially the form agreed to by the Parties, the Parties will not stipulate to class and conditional
18 certification, and the Parties will resume litigation as if no settlement had been reached.

19 3. Evidence of this limited stipulation for settlement purposes only will not be deemed
20 admissible for any purpose in this or any other proceeding.

21 4. Defendant submits that, for any purpose other than settling this Action, this matter is not
22 appropriate for class or representative action treatment and that evidence of this limited stipulation for
23 settlement purposes only will not be deemed admissible for any purpose in this or any other proceeding.
24 Defendant's position is that if this matter were to be litigated, class and conditional certification would be
25 inappropriate, *inter alia*, because individual issues predominate as to each of the claims alleged in the
26 Action.

27 **V. TERMS OF SETTLEMENT**

28 1. Gross Settlement Amount

1 A. Defendant shall pay a settlement payment in a total amount not to exceed
2 \$850,000.00 unless Defendant has exercised its option to increase the Gross Settlement Amount on a
3 proportional basis pursuant to Section V.1.B. The Gross Settlement Amount shall include all Individual
4 Class Settlement Payments to Settlement Class Members; the PAGA Allocation; Settlement
5 Administration Costs; and the Enhancement Awards to Plaintiffs. The Parties stipulate that beyond the
6 Gross Settlement Amount, and with the exception of Section V.1.B herein and Defendant's portion of
7 employer taxes and contributions mandated by law with respect to the wages portion of Individual Class
8 Settlement Shares ("Employer Taxes"), Defendant shall not owe any further monies to the Settlement
9 Class to resolve the Action and the Released Claims.

10 B. Defendant represents that the Settlement Class Members worked approximately
11 25,000 Workweeks during the period from June 7, 2018 and January 19, 2023. Should the Workweeks
12 increase beyond 27,000 Workweeks during Class Period (i.e., more than 8% or 2,000 Workweeks), then
13 either: (a) the Class Period and PAGA Period will end on date the Workweeks reaches 27,000 or (b)
14 Defendant may exercise the option to increase the Gross Settlement Amount on a proportional basis¹ to
15 the extent the Workweeks exceed 27,000 during the Class Period.

16 2. Attorneys' Fees and Costs

17 A. Named Plaintiffs shall request that the Court approve an award of attorneys' fees
18 to Settlement Class Counsel in an amount not to exceed 35% of the Gross Settlement Amount
19 (\$297,500.00 if the Gross Settlement Amount is \$850,000.00) and award reimbursement of litigation costs
20 and expenses to Settlement Class Counsel in an amount not to exceed Twenty-Five Thousand Dollars
21 (\$25,000.00) upon proof of receipt. Defendant will not oppose this request. Attorneys' Fees and Costs
22 shall be paid out of the Gross Settlement Amount subject to approval by the Court.

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28 ¹ If the number of workweeks increases by 9% to 27,270 Workweeks, the Global Settlement Amount will increase by one percent (1%) or \$8,500.

1 B. The Court's approval of fees and costs requested by Settlement Class Counsel is
2 not a material term of the Settlement Agreement. If the Court does not approve or approves only a lesser
3 amount than that requested by Settlement Class Counsel for attorneys' fees or costs, the other terms of the
4 Settlement Agreement shall still apply. The Court's refusal to approve the Attorneys' Fees and Costs
5 award requested by Settlement Class Counsel does not give Named Plaintiffs or Settlement Class Counsel
6 any basis to abrogate, appeal, or otherwise challenge the Settlement Agreement. Any amount of an
7 Attorneys' Fees and Costs award requested by Settlement Class Counsel but unapproved by the Court
8 shall be allocated to the Net Settlement Amount.

9 C. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement
10 Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee
11 deferral vehicles, for Settlement Class Counsel. Any additional expenses for the purchase of any attorney
12 fee deferral vehicles by the Settlement Administrator shall be paid separately by Settlement Class Counsel
13 and shall not be included within the Settlement Administration Costs. Defendant and Defense Counsel
14 shall not be liable for any expenses associated with the purchase of any attorney fee deferral vehicles by
15 the Settlement Administrator.

16 3. Enhancement Awards to Named Plaintiffs

17 A. Named Plaintiffs will request that the Court approve an Enhancement Award to
18 each of the Named Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000.00). Defendant
19 will not oppose any request for Enhancement Awards to Named Plaintiffs in an amount not to exceed
20 \$10,000.00. The Enhancement Awards to Named Plaintiffs shall be paid out of the Gross Settlement
21 Amount subject to approval by the Court.

22 B. The Enhancement Awards shall be allocated as 1099 income, which will not be
23 subject to payroll taxes and withholdings and will be reported on an IRS 1099 Form.

24 C. Named Plaintiffs will be responsible for correctly characterizing the Enhancement
25 Awards for tax purposes and for paying any taxes owing on said amounts.

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1 D. Should the Court approve the Enhancement Award to Plaintiff in an amount that
2 is less than that set forth above, the difference between the lesser amount approved by the Court and the
3 amount allocated toward the Enhancement Award will be part of the Net Settlement Amount for the
4 benefit of Settlement Class Members.

5 4. PAGA Allocation

6 The PAGA Allocation shall not exceed \$100,000.00; seventy-five percent (75%) of the PAGA
7 Allocation (not to exceed \$75,000.00) shall be paid to the LWDA (i.e., the LWDA Payment) and twenty-
8 five percent (25%) of the PAGA Allocation (not to exceed \$25,000.00) shall be distributed to the PAGA
9 Employee (i.e., the PAGA Employee Amount), subject to approval by the Court. The PAGA Allocation,
10 which includes both the LWDA Payment and PAGA Employee Amount, shall be paid out of the Gross
11 Settlement Amount.

12 5. Settlement Administration Costs

13 The Parties have selected Phoenix Settlement Administrators to be the third-party administrator
14 (“Settlement Administrator”) to disseminate the Notice of Class Action Settlement (“Class Notice”),
15 handle the Class Data, update Settlement Class Members’ mailing addresses before the initial mailing of
16 the Class Notice, calculate the *pro rata* portion of the Net Settlement Amount that each Settlement Class
17 Member would be entitled to receive under the Settlement (“Individual Class Settlement Share”), calculate
18 the *pro rata* portion of the PAGA Employee Amount that each PAGA Employees Member would be
19 entitled to receive under the Settlement Agreement (“Individual PAGA Settlement Share”), prepare
20 declarations regarding the settlement administration, provide weekly status reports, establish a Qualified
21 Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Service Code, issue
22 settlement checks, void uncashed settlement checks, calculate the Employer Taxes, and issue to Settlement
23 Class Members forms W-2 (for the wage portion of Individual Class Settlement Shares) and forms 1099
24 (for the non-wage portion of Individual Class Settlement Shares and Individual PAGA Settlement Shares)
25 for all amounts paid under this Settlement Agreement. The Settlement Administrator shall furnish its own
26 Employer ID Number (or such other Employer ID Number that is established for the Qualified Settlement
27 Fund) and calculate all settlement checks and payroll deductions and withholdings required under law
28 based on information that will be confidentially furnished by Defendant. The Parties and their counsel

each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement Agreement and distribution of payments under the Settlement Agreement, which is currently estimated not to exceed Ten Thousand and Five Hundred Dollars (\$10,500.00).

6. Employer's Portion of Payroll Taxes

Defendant's portion of employer taxes and contributions mandated by law (e.g., FICA, FUTA, etc.) on that portion of the Individual Class Settlement Share allocated to wages (i.e., Employer Taxes) will be paid by Defendant in addition to the Gross Settlement Amount.

7. Net Settlement Amount

After deducting the Court-approved sums for the Plaintiffs' Enhancement Awards, Class Counsel's Attorneys' Fees and Costs, the PAGA Allocation, and Settlement Administration Costs from the Gross Settlement Amount, the remaining balance (i.e., the Net Settlement Amount) will be distributed to Settlement Class Members on a proportionate basis as described below without the need to return a claim form.

VI. CLAIMS RELEASED BY THIS SETTLEMENT

1. Claims Released by the Class and Named Plaintiffs

A. Upon the final approval by the Court of the Settlement Agreement and Defendant's full funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement Agreement, Named Plaintiffs and all Settlement Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Qualified Class Members) shall fully release Defendant and Released Parties from any and all claims that were pled or could have been pled, based on, or which arise out of the same or similar facts, allegations and/or claims alleged in the First Amended Complaint, under local, state, and federal law, arising during the Class Settlement Period, for work performed during the Settlement Class Period, including claims for failure to pay overtime wages (Lab. Code §§ 510, 558 and 1198), failure to provide meal periods and associated meal premiums (Lab. Code §§ 226.7 and 512), failure to authorize and permit rest breaks and pay associated rest premiums (Lab. Code §§ 226.7 and 512), failure to pay wages including, inter alia, unpaid minimum and straight-time wages (Lab. Code §§

1 1194, 1197, and 1197.1), failure to timely pay wages upon separation of employment (Lab. Code §§ 201-
2 203 and 227.3), failure to timely pay wages during employment (Lab. Code § 204), failure to provide
3 compliant wage statements (Lab. Code § 226(a)), failure to keep requisite payroll records (Lab. Code §
4 1174(d)), failure to reimburse business expenses (Lab. Code §§ 2800 and 2802), failure to provide sick
5 pay, vacation pay, and other paid time off and related notice thereof (Lab. Code §§ 201-204, 210, 218,
6 227.3, 233, 245, 246 and 2810.5), failure to provide suitable seating (Lab. Code § 1198 and Cal. Code of
7 Regs., Title 8, § 11070(14)), failure to pay reporting time wages (Lab. Code § 1198 and Cal. Code of
8 Regs., Title 8, § 11040 (5)(A)-(B)) and unfair competition including but not limited to claims arising under
9 California Labor Code sections 201-204, 210, 221, 226, 226.7, 227.3, 245, 246, 510, 512, 551, 552, 1174,
10 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, the applicable IWC Wage Orders *including inter alia*,
11 Wage Orders 1-2001, 4-2001, 5-2001, 7-2001, 8-2001 and 9-2001, the California Unfair Competition Law,
12 Business and Professions Code section 17200 *et seq.* (for violations of the aforementioned), as well as any
13 claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive
14 damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in
15 the Action, and any and all other claims under California common law, the California Labor Code, the
16 Fair Labor Standards Act (“FLSA”), California Industrial Welfare Commission Wage Orders, and the
17 California Business and Professions Code alleged in or that could have been alleged under the same or
18 similar facts, allegations and/or claims pleaded in the Action (collectively, “Released Class Claims”).

19 B. In addition, to the extent required by law, the cashing of the settlement check by
20 the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties
21 from any Released Class Claims under the FLSA. The Settlement Administrator shall include a legend
22 on each Settlement Class Member’s settlement check stating “By cashing this check, I am opting into the
23 settlement in *McCray v. DailyLook, Inc.*, Superior Court of California, County of Los Angeles Case No.
24 22STCV18793, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the
25 Settlement Agreement.”

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2. Claims Released by the State of California and PAGA Employees

Upon the final approval by the Court of the Settlement Agreement and Defendant's full funding of the Gross Settlement Amount, the State of California with respect to PAGA Employees and each PAGA Employee will release Defendant and Released Parties of any and all claims under the Private Attorneys General Act that were pled or could have been pled, based on, or which arise out of the same or similar facts, allegations and/or claims alleged in the Operative Complaint and Plaintiff Acosta's PAGA Notice, for work performed during the PAGA Period, including, but is not limited to claims for civil penalties based on California Labor Code sections 201-204 *et seq.*, 210, 216, 218, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 245, 246 *et seq.*, 248.5, 256, 510, 512, 551, 552, 558 *et seq.*, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198-1199, 2800, 2802, 2810.5, Cal. Code of Regs., Title 8, § 11070(14)), Cal. Code of Regs., Title 8, § 11040 (5)(A)-(B), and the applicable IWC Wage Orders, *including inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, 7-2001, 8-2001 and 9-2001 (collectively, "Released PAGA Claims").

3. Additional Claims Released by Named Plaintiffs

In addition, as to the claims of Named Plaintiffs only, the Released Claims further include without limitation, any and all claims whatsoever regarding Named Plaintiffs' employment and/or the termination of employment, arising on or before the date of execution of the settlement agreement, including, but not limited to, any claims for misclassification, wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory or retaliation, any legal restriction on any Defendant's right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Claims for unemployment insurance and workers' compensation are expressly excluded. Named Plaintiffs shall be deemed to have and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any

1 other similar provision under federal or state law that purports to limit the scope of a general release.
2 Named Plaintiffs, for themselves have read Section 1542 of the Civil Code of the State of California,
3 which provides as follows:

4 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
5 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
6 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
7 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
8 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
9 **PARTY.**

10 Named Plaintiffs understand that Section 1542 gives the right not to release existing claims of
11 which they are not aware, unless Named Plaintiffs voluntarily choose to waive this right. Having been so
12 apprised, Named Plaintiffs nevertheless voluntarily waive the rights described in Section 1542, and elect
13 to assume all risks for claims that now exist in his or her favor, known or unknown. The release of the
14 claims of Named Plaintiffs as set forth in this Paragraph is a condition precedent to enforcement of this
15 Settlement Agreement.

16 **VII. NOTICE TO SETTLEMENT CLASS MEMBERS**

17 1. Defendant shall provide the Settlement Administrator, within forty-five (45)
18 calendar days of preliminary approval by the Court of a stipulated settlement, a database containing the
19 following information for all Class Members: (1) the full name, (2) last known address, (3) full social
20 security number; (4) the total number of Workweeks; and (5) the total number of PAGA Pay Periods
21 (“Class Data”). This information is being provided confidentially to the Settlement Administrator only,
22 and the Settlement Administrator shall treat the information as private and confidential and take all
23 necessary precautions to maintain the confidentiality of contact information of the Settlement Class. The
24 Settlement Administrator shall not share the Settlement Class information with any other Party or counsel
25 for any of the Parties. This information is to be used only to carry out the Settlement Administrator’s
26 duties as specified in this Settlement Agreement.

27 2. The Settlement Administrator will conduct a search of the United States Postal
28 Service’s National Change of Address database, to locate updated addresses and update addresses for
Settlement Class Members, and send the Class Notice (in the form attached as **Exhibit A** to this Settlement

Agreement) to each Class Member by First Class U.S. Mail within twenty-one (21) calendar days of receipt of the Class Data.

3. If a Class Notice is returned because of an undeliverable address, the Settlement Administrator shall conduct a skip trace to locate a correct address. There will be one search by the Settlement Administrator, via U.S. Postal Service Records. One supplemental class settlement notice will be mailed to each member of the Settlement Class whose notice is returned to the Settlement Administrator within five (5) calendar days of the initial mailing on the notices by the Settlement Administrator, or other such notice as ordered by the Court. If no current address can be located, the Class Notice for that individual will be deemed undeliverable. If despite the Settlement Administrator's re-mailing the Class Notice, the re-mailed Class Notice is returned as undeliverable, the Class Notice for that individual will be deemed undeliverable however the Settlement Class Member will nevertheless remain bound by the Class Settlement.

4. The Settlement Administrator shall keep a record of the postmark mailing dates for all initial mailing and re-mailings of the Class Notices and keep track of all undelivered Class Notices.

VIII. COMPUTATION AND DISTRIBUTION OF NET SETTLEMENT AMOUNT AND SETTLEMENT CLASS COUNSEL PAYMENT

1. Deposit of Gross Settlement Amount

A. The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of administering the Settlement Agreement, into which the Gross Settlement Amount and Employer Taxes will be deposited ("Qualified Settlement Fund").

B. Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount and Employer Taxes into the Qualified Settlement Fund.

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2. Individual Settlement Share Calculations

Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Settlement Class Members' Workweeks, as follows:

1 A. After Preliminary Approval of the Settlement Agreement, the Settlement
2 Administrator will divide the Net Settlement Amount by the Workweeks of all Settlement Class Members
3 to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by
4 the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she
5 may be eligible to receive under the Settlement Agreement.

6 B. After Final Approval of the Settlement Agreement, the Settlement Administrator
7 will divide the final Net Settlement Amount by the Workweeks of all Qualified Class Member to yield
8 the “Final Workweek Value,” and multiply each Qualified Class Member’s individual Workweeks by the
9 Final Workweek Value to yield his or her Individual Settlement Share.

10 3. Individual PAGA Payment Calculations

11 The portion of the PAGA Employee Amount paid to each PAGA Employees Member shall be
12 determined as follows: Individual PAGA Payment Calculations. Individual PAGA Payments will be
13 calculated and apportioned from the 25% of the PAGA Employee Amount payable to PAGA Employees
14 based on the PAGA Employees’ PAGA Pay Periods during the PAGA Period, as follows: the
15 Administrator will divide the 25% of the PAGA Payment by the PAGA Pay Periods of all PAGA
16 Employees during the PAGA Period to yield the “PAGA Pay Periods Value,” and multiply each PAGA
17 Employee’s individual PAGA Pay Periods during the PAGA Period by the PAGA Pay Period Value to
18 yield his or her Individual PAGA Payment.

19 4. Distribution of Individual Class Settlement Shares and PAGA Settlement Shares

20 A. The Settlement Administrator shall distribute the settlement checks containing each
21 Qualified Class Member’s Individual Class Settlement Payment and each PAGA Employee’s PAGA
22 Settlement Share within fifteen (15) business days after the Effective Date. The Settlement Administrator
23 shall have the discretion to combine the Individual Class Settlement Payment and PAGA Settlement Share
24 into a single check if the intended recipient will be issued both payments. The Settlement Administrator
25 shall furnish its own Employer ID Number (or such other Employer ID Number that is established for the
26 Qualified Settlement Fund) and calculate all settlement checks and payroll deductions and withholdings
27 required under law based on information that will be confidentially furnished by Defendant.

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1 B. All settlement checks will expire after one hundred eighty (180) calendar days of
2 issuance, after which point they will be canceled. The sum value of all expired checks will be tallied by
3 the Settlement Administrator. The funds remaining and associated with canceled Individual Class
4 Settlement Payment and/or Individual PAGA Settlement Share checks will be paid to Asian Americans
5 Advancing Justice Southern California, after the Court enters an order approving the Parties' stipulation
6 to amend the judgment, which Parties shall prepare and file in accordance with California Code of Civil
7 Procedure section 384.5, *et seq.* The Parties and their counsel each represent that they do not have any
8 financial interest in Asian Americans Advancing Justice Southern California or otherwise have a
9 relationship with Asian Americans Advancing Justice Southern California that could create a conflict of
10 interest.

11 C. The Settlement Administrator shall calculate all Individual Class Settlement Shares,
12 Individual PAGA Settlement Shares, and payroll deductions based on information that will be
13 confidentially furnished by Defendant. The Settlement Administrator will prepare all necessary tax
14 reporting and documentation with respect to payments made pursuant to this Agreement. The Settlement
15 Administrator will provide the requisite IRS Forms 1099 and W2 to Settlement Class Members and PAGA
16 Employees with their Individual Class Settlement Payments and PAGA Settlement Shares. The tax
17 documents shall reflect payment for the year in which payment is made pursuant to this Settlement
18 Agreement.

19 D. For purposes of this settlement, the Parties agree that 80% of the Net Settlement
20 Amount distributed to each Qualified Class Member will be considered penalties and interest (to be
21 reported on IRS Form 1099, if applicable) and 20% of the Net Settlement Amount distributed to each
22 Qualified Class Member will be considered wages (to be reported on IRS Form W-2, if applicable) and
23 subject to withholding. The Parties further agree that, for purposes of this settlement, 100% of each PAGA
24 allocation distributed to the PAGA Employees will be treated entirely as civil penalties (to be reported on
25 IRS Form 1099, if applicable).

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1 E. Qualified Class Members shall be responsible for the proper payment of the
2 employee's taxes on all Qualified Class Member Payments and any tax withholding and deductions shall
3 be deducted from the Qualified Class Member Payments hereunder as required by law and paid from the
4 Net Settlement Amount.

5 F. The payments made pursuant to this Settlement Agreement shall not have any effect
6 on the eligibility or calculation of any employee benefits provided by Defendant or any benefits plan. The
7 Parties agree that these payments do not represent any modification of any employee's previously-credited
8 hours or service or other eligibility criteria under any employee pension benefit plan, employee welfare
9 benefit plan, or other program or policy. These payments also will not be considered wages, compensation,
10 or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual
11 within, any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

12 5. Settlement Class Counsel Payment

13 The Settlement Class Counsel Payment shall be distributed within fifteen (15) business days after
14 the Effective Date, or such other date thereafter, that Settlement Class Counsel requests.

15 6. Settlement Administration Payment

16 Within fifteen (15) business days after the Effective Date, the Settlement Administrator shall
17 deduct the Court-approved sum for payment of its costs for administering the Settlement Agreement
18 pursuant to its terms (i.e., the Settlement Administration Costs).

19 **IX. OBJECTING TO AND OPTING OUT OF THE CLASS SETTLEMENT**

20 1. Objections to the Settlement Agreement

21 A. Qualified Class Members (i.e., those Settlement Class Members who do not submit
22 a timely and valid Request for Exclusion) desiring to object to the Class Settlement must submit a written
23 objection to the Class Settlement ("Objection"), to the Settlement Administrator, postmarked on or before
24 the Response Deadline. An Objection must: (a) contain the case name and number of the Action
25 (*Brandon McCray v. DailyLook, Inc.*, Los Angeles County Superior Court Case No. 22STCV18793); (b)
26 contain the objector's full name, signature, address, telephone number, and the last four (4) digits of his
27 or her Social Security number; (c) contain a written statement of all grounds for the objection
28 accompanied by any legal support for such objection; (d) include copies of any papers, briefs, or other

documents upon which the objection is based; (e) state whether the objector is represented by counsel and provide said counsel's name, law firm, and address; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

B. Settlement Class Members may also appear at the Final Approval Hearing to present any objections to the Class Settlement regardless of whether they have submitted a written Objection.

2. Requests to Opt-Out or Be Excluded from the Class Settlement

A. Settlement Class Members who wish to opt-out or exclude themselves from the Class Settlement must submit a written letter seeking exclusion or an opt-out from the Class Settlement ("Request for Exclusion"), to the Settlement Administrator, postmarked on or before the Response Deadline. A Request for Exclusion must: (a) contain the case name and number of the Action (*Brandon McCray, et al. v. DailyLook, Inc.*, Los Angeles County Superior Court Case No. 22STCV18793); (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Settlement Class Member requesting exclusion from the Class Settlement; (c) clearly state that the Settlement Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

B. Settlement Class Members who submit a timely and valid Request for Exclusion from the Class Settlement may not object to the Class Settlement.

C. Settlement Class Members who submit a timely and valid Request for Exclusion will not be issued an Individual Class Settlement Share and will not be bound to the Class Settlement. However, all PAGA Employees will be issued an Individual PAGA Settlement Share and will be bound to the PAGA Settlement, irrespective of whether they participate in or opt out of the Class Settlement. The PAGA Employees may not opt out of or object to the PAGA Settlement.

3. Defendant's Right to Revoke

Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement Agreement within twenty (20) calendar days of receiving from the Settlement Administrator the final list of opt outs, if five percent (5%) or more of the Settlement Class Members timely opt out of the Class

1 Settlement. Defendant agrees to meet and confer in good faith with Settlement Class Counsel before
2 rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the
3 Settlement Agreement, Defendant shall provide written notice of such rescission to Settlement Class
4 Counsel. Such rescission shall have the same effects as a termination of the Settlement Agreement for
5 failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and
6 have no further force or effect. If the Settlement is terminated due to Defendant's exercise of this option
7 without having met and conferred with Settlement Class Counsel, Defendant will be responsible for
8 paying all Settlement Administration Costs incurred by the Settlement Administrator.

9 **X. SCHEDULE FOR SEEKING COURT APPROVAL AND FAIRNESS HEARING**

10 The following procedures for obtaining the Court's approval shall be implemented with respect to
11 the Settlement Agreement, notifying the Class, and processing all benefits provided under this Settlement
12 Agreement:

13 1. Stay of All Litigation

14 Pending preliminary and final approval of the Settlement Agreement, the Parties agree that there
15 will be a stay of all litigation activity, including with respect to California Code of Civil Procedure section
16 583.310, except such proceedings necessary to implement and complete the Settlement Agreement,
17 pending final approval of the Settlement Agreement by the Court.

18 2. Request for Court Approval

19 Settlement Class Counsel will prepare and file a motion for preliminary approval of the Settlement
20 Agreement and a motion for final approval of the Settlement Agreement, and share a draft of the motions
21 with Defense Counsel sufficiently prior to filing so that Defense Counsel has sufficient time to provide
22 Settlement Class Counsel with comments. Settlement Class Counsel shall seriously consider in good faith
23 Defense Counsel's comments prior to filing either motion.

24 3. Duties of the Parties Following Final Court Approval

25 Settlement Class Counsel will submit a [proposed] Final Approval Order and Judgment that is
26 mutually agreeable to the Parties, approving the Settlement Agreement, adjudicating the terms thereof to
27 be fair, reasonable and adequate, directing consummation of all terms and provisions in this Settlement
28 Agreement and without affecting the finality of the Final Approval Order and Judgment, allowing the

1 Court to retain jurisdiction of all matters relating to the interpretation, administration, implementation,
2 effectuation and enforcement of the Final Approval Order and Judgment and the Settlement Agreement
3 (i.e., Final Approval Order and Judgment). Settlement Class Counsel shall provide the Settlement
4 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
5 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
6 sixty (60) calendar days. The posting of the Final Approval Order and Judgment on the Settlement
7 Administrator's website as provided herein, shall be adequate notice within the meaning of California
8 Rule of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class
9 will be required.

10 **XI. MISCELLANEOUS PROVISIONS**

11 1. Tax Treatment and Tax Indemnification

12 Neither Defendant, Defense Counsel, Named Plaintiffs, or Settlement Class Counsel is giving any
13 tax advice in connection with the Settlement Agreement or any payments to be made pursuant to this
14 Settlement Agreement. Settlement Class Members will be responsible for correctly characterizing the
15 Individual Class Settlement Share and Individual PAGA Settlement Share for tax purposes and paying
16 taxes due, if any.

17 2. Mutual Full Cooperation

18 Named Plaintiffs, Defendant, Settlement Class Counsel, and Defense Counsel agree to fully
19 cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited
20 to, execution of such documents and to take such other action as may reasonably be necessary to
21 implement the terms herein. The Parties agree to use their best efforts and any other efforts that may
22 become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement Agreement.
23 The Parties and their respective counsel agree not to encourage members of the Class to opt out of the
24 Class Settlement or to object to the Class Settlement, directly or indirectly, through any means. Settlement
25 Class Counsel shall not represent any Class Member who opts out of, objects to, appeals, or otherwise
26 challenges the Settlement Agreement.

1 3. Parties' Authority

2 The signatories hereto represent that they are fully authorized to enter into this Settlement
3 Agreement and are fully authorized to bind Named Plaintiffs, Settlement Class, and Defendant to all terms
4 stated herein.

5 4. Binding Nature of the Settlement Agreement

6 A. This Settlement Agreement shall be binding upon, and inure to the benefit of, the
7 successors or assigns of the Released Parties. Named Plaintiffs represent, covenant, and warrant that they
8 have not directly or indirectly, assigned, transferred, encumbered, any of the claims being released by way
9 of the Settlement Agreement.

10 B. This Settlement Agreement shall be admissible and subject to disclosure in any
11 proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise
12 might apply under federal or state law. Notwithstanding the foregoing, this Settlement Agreement may
13 not be admitted into evidence or used in any proceeding except an action, motion or proceeding to approve,
14 interpret or enforce the terms of this Settlement.

15 C. Before this Settlement Agreement has been submitted to the Court in connection
16 with seeking preliminary approval of the Settlement Agreement, it may not be changed, altered, or
17 modified, except in a writing signed by Settlement Class Counsel and Defense Counsel. After this
18 Settlement Agreement has been submitted to the Court in connection with seeking preliminary approval
19 of the Settlement Agreement, this Settlement Agreement may be amended or modified only by a written
20 instrument signed by Settlement Class Counsel and Defense Counsel, subject to Court approval. No rights
21 under this Settlement Agreement may be waived except in writing.

22 5. Joint Drafting of Settlement Documents

23 A. Settlement Class Counsel and Defense Counsel have arrived at this Settlement
24 Agreement as a result of a series of informed and arm's-length negotiations, taking into account all
25 relevant factors, present and potential.

26 B. This Settlement Agreement has been drafted jointly by Settlement Class Counsel
27 and Defense Counsel and, therefore, in any construction or interpretation of this Settlement Agreement,
28 the same shall not be construed against any of the Parties.

1 C. Named Plaintiffs and Settlement Class Counsel agree that none of the documents
2 provided to them by Defendant shall be used for any purpose other than the prosecution and Settlement
3 Agreement of this Action.

4 6. Execution of the Settlement Agreement

5 This Settlement Agreement may be executed in one or more counterparts and by facsimile and
6 electronic means. All executed copies of this Settlement Agreement and photocopies thereof shall have
7 the same force and effect and shall be as legally binding and enforceable as the original.

8 7. Continuing Jurisdiction

9 The Court shall retain continuing jurisdiction over this case pursuant to California Rules of Court
10 3.769 and California Code of Civil Procedure section 664.6, for purposes of addressing: (a) the
11 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and
12 (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement
13 Agreement..

14 8. Exhibits Incorporated by Reference.

15 The terms of this Settlement Agreement include the terms set forth in any attached exhibits,
16 which are incorporated by this reference as though fully set forth herein.

17 9. No Undue Publicity

18 Named Plaintiffs and Settlement Class Counsel will not make any public disclosure of the
19 Settlement Agreement until after the filing of the motion for preliminary approval of the Settlement
20 Agreement. Named Plaintiffs and their counsel represent that they have not made any such disclosure.
21 Named Plaintiffs and Settlement Class Counsel shall not encourage members of the Settlement Class to
22 opt-out or object, or any PAGA Employees to intervene or object. Settlement Class Counsel will take all
23 steps necessary to ensure that Named Plaintiffs are aware of, and will encourage them to adhere to, the
24 restrictions against any public disclosure of the Settlement Agreement until after the Settlement
25 Agreement is preliminarily approved by the Court. Thereafter, Settlement Class Counsel and Named
26 Plaintiffs agree not to publicize the terms of this Settlement Agreement with the media, including but not
27 limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any
28 website. Nothing herein will restrict Class Counsel from including publicly available information

1 regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and
2 experience. Furthermore, Named Plaintiffs and Class Counsel will undertake any and all disclosures
3 required to be made to the LWDA in conformity with PAGA.

4 10. Disputes

5 Class Members will have an opportunity to dispute the number of Workweeks to which they have
6 been credited, as reflected in their respective Class Notices. In order to dispute Workweeks, Class
7 Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and
8 number of the Action; (b) contains the full name, signature, address, telephone number, and the last four
9 digits of the Social Security Number of the disputing Class Member; (c) clearly states that the Settlement
10 Class Member disputes the number of Workweeks credited to him or her and what he or she contends is
11 the correct number to be credited to him or her; (d) includes information and/or attaches documentation
12 demonstrating that the number of Workweeks that he or she contends should be credited to him or her are
13 correct; and (e) is returned by mail to the Settlement Administrator at the specified address, postmarked
14 on or before the Response Deadline. The date of the postmark on the return mailing envelope on the
15 submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent
16 information and/or documentation demonstrating that Defendant's records and data are inaccurate as they
17 pertain to the number of Workweeks to be credited to a disputing Settlement Class Member, Defendant's
18 records will be presumed correct and determinative of the dispute. However, if a Settlement Class
19 Member produces information and/or documents demonstrating that Defendant's records and data are
20 inaccurate as they pertain to the number of Workweeks to be credited to a disputing Settlement Class
21 Member, the Settlement Administrator will evaluate the materials submitted by the Settlement Class
22 Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks
23 that the disputing Settlement Class Member should be credited with under the Settlement. The Settlement
24 Administrator shall make an initial determination on all disputes, however, the Court shall have the right
25 to review any decision made by the Settlement Administrator on such disputes.

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1 11. Entire Agreement

2 Upon being fully-executed, this Settlement Agreement and any attached exhibits constitute the
3 entirety of the Parties' settlement terms, and no other prior or contemporaneous written or oral
4 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
5 Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement
6 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
7 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or
8 contradict the terms of this Settlement Agreement.

9 12. Amendment

10 Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not
11 amend or modify any provision of this Settlement Agreement except by written agreement signed by
12 counsel for all of the Parties. After the filing of the motion for preliminary approval of the Settlement,
13 the Parties may not amend or modify any provision of this Settlement Agreement except by written
14 agreement signed by counsel for all of the Parties and subject to Court approval. A waiver or amendment
15 of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16 13. California Law Governs

17 California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will
18 be governed by and interpreted according to the laws of the State of California.

19 14. Authorization to Enter Into Settlement Agreement

20 Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom
21 they represent to negotiate this Settlement Agreement and to take all appropriate action required or
22 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and
23 to execute any other documents required to effectuate the terms of this Settlement Agreement. The
24 Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and
25 further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and
26 agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
27 notwithstanding any mediation confidentiality provisions that otherwise might apply under state or
28 federal law.

1 15. Signatories

2 It is agreed that because the members of the Class are so numerous, it is impossible or impractical
3 to have each Settlement Class Member execute this Settlement Agreement. The Class Notice will advise
4 all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and
5 the binding nature of the PAGA Settlement as to the PAGA Employees, and the release shall have the
6 same force and effect as if this Settlement Agreement were executed by each Settlement Class Member
7 and PAGA Employee.

8 16. Binding on Successors and Assigns

9 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or
10 assigns of the Parties hereto, as previously defined.

11 17. Execution and Counterparts

12 This Settlement Agreement is subject only to the execution of all Parties. However, the
13 Settlement Agreement may be executed in one or more counterparts. All executed counterparts and
14 each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed
15 to be one and the same instrument.

16 18. Acknowledgement that the Settlement is Fair and Reasonable

17 The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of
18 the Action and have arrived at this settlement after arm's-length negotiations and in the context of
19 adversarial litigation, taking into account all relevant factors, present and potential. The Parties further
20 acknowledge that they are each represented by competent counsel and that they have had an opportunity
21 to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.
22 In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration
23 supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion,
24 contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
25 reasonable.

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1 19. Invalidity of Any Provision

2 Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt
3 to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as
4 to find all provisions of this Settlement Agreement valid and enforceable.

5 20. Named Plaintiffs' Cooperation

6 Named Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement
7 Agreement, are hereby bound by the terms herein and agree to fully cooperate to implement the
8 Settlement.

9 21. Captions

10 The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's
11 convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of
12 this Settlement Agreement.

13 22. Mutual Preparation

14 The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement
15 Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one
16 party than another merely by virtue of the fact that it may have been prepared by counsel for one of the
17 Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties
18 have contributed equally to the preparation of this Settlement Agreement.

19 23. Representation by Counsel

20 The Parties acknowledge that they have been represented by counsel throughout all negotiations
21 that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been
22 executed with the consent and advice of counsel, and reviewed in full.

23 24. All Terms Subject to Court Approval

24 All amounts and procedures described in this Settlement Agreement herein will be subject to
25 Court approval.

26 25. Notices

27 Unless otherwise specifically provided, all notices, demands or other communications between the
28 Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of

the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

if to Defendant: Eugene Ryu and Paul Suh of K&L Gates LLP, 10100 Santa Monica Blvd., 8th Floor, Los Angeles, California 90067; gene.ryu@klgates.com and paul.suh@klgates.com

if to Plaintiff: Arby Aiwazian, Joanna Ghosh, and Jeremy Stern of Lawyers *for* Justice, PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203; arby@calljustice.com, joanna@calljustice.com, and ejeremy@calljustice.com

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

IT IS SO AGREED:

02/12/2024
Dated: February __, 2024

PLAINTIFF

Electronically Signed 2024-02-12 21:25:56 UTC - 172.56.232.199
Brandon McCray
Nitex AssureSign® b06a8cd-ae7d-4977-b983-b114015a3d48

BRANDON MCCRAY

Dated: February __, 2024

PLAINTIFF

SERGIO ACOSTA

Dated: February __, 2024

DAILYLOOK, INC.

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: February __, 2024

LAWYERS FOR JUSTICE, PC

By: _____
Arby Aiwazian
Joanna Ghosh
Jeremy Stern
Attorneys for Plaintiffs

the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

if to Defendant: Eugene Ryu and Paul Suh of K&L Gates LLP, 10100 Santa Monica Blvd., 8th Floor, Los Angeles, California 90067; gene.ryu@klgates.com and paul.suh@klgates.com

if to Plaintiff: Arby Aiwarzian, Joanna Ghosh, and Jeremy Stern of Lawyers *for* Justice, PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203; arby@calljustice.com, joanna@calljustice.com, and ejeremy@calljustice.com

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

IT IS SO AGREED:

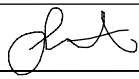
Dated: February __, 2024

PLAINTIFF

BRANDON MCCRAY

02/13/2024
Dated: February __, 2024

PLAINTIFF


2024-02-13 17:10:20 UTC - 107.133.0.11
Nintex Assurance

SERGIO ACOSTA

Dated: February __, 2024

DAILYLOOK, INC.

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: February 14, 2024

LAWYERS *FOR* JUSTICE, PC

By: 
Arby Aiwarzian
Joanna Ghosh
Jeremy Stern
Attorneys for Plaintiffs

the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

if to Defendant: Eugene Ryu and Paul Suh of K&L Gates LLP, 10100 Santa Monica Blvd., 8th Floor, Los Angeles, California 90067; gene.ryu@klgates.com and paul.suh@klgates.com

if to Plaintiff: Arby Aiwarzian, Joanna Ghosh, and Jeremy Stern of Lawyers *for* Justice, PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203; arby@calljustice.com, joanna@calljustice.com, and ejeremy@calljustice.com

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

IT IS SO AGREED:

Dated: February __, 2024

PLAINTIFF

BRANDON MCCRAY

Dated: February __, 2024

PLAINTIFF

SERGIO ACOSTA

Dated: February 14, 2024

DAILYLOOK, INC.



By: Charlotte Morgan

Its: Chief Legal & Administrative Officer

APPROVED AS TO FORM:

Dated: February __, 2024

LAWYERS FOR JUSTICE, PC

By: _____
Arby Aiwarzian
Joanna Ghosh
Jeremy Stern
Attorneys for Plaintiffs

1 Dated: February 19, 2024

K&L GATES LLP

2
3 By: 

4 Eugene Ryu

5 Paul Suh

6 Attorneys for Defendant DailyLook, Inc.
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