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**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

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

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

Complaint Filed: June 7, 2022
Trial Date: None Set

1 This matter has come before the Honorable Lawrence P. Riff in Department SSC7 of the
2 Superior Court of the State of California, for the County of Los Angeles, on April 10, 2024, at
3 10:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Brandon McCray and Sergio Acosta (together,
5 "Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees, and K&L Gates LLP appears as counsel for Defendant DailyLook, Inc. ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class and PAGA
12 Representative Action Settlement and Release Agreement ("Settlement," "Agreement," or
13 "Settlement Agreement") attached as "**EXHIBIT 1**" to the Declaration of Jeremy Stern in Support
14 of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based on the
15 Court's determination that the Settlement falls within the range of possible approval as fair,
16 adequate, and reasonable.

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

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

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

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

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

22 All current and former hourly-paid or non-exempt employees in California at any
23 time during the Settlement Class Period.

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

26 8. The Court provisionally appoints Plaintiffs Brandon McCray and Sergio Acosta as
27 the representatives of the Settlement Class ("Class Representatives").

28 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to

1 handle the administration of the Settlement (“Settlement Administrator”).

2 10. Within forty-five (45) calendar days of preliminary approval, Defendant shall
3 provide the Settlement Administrator with the following information for each Class Member: (1)
4 the full name, (2) last known address, (3) full social security number, (4) total number of
5 Workweeks, and (5) the total number of PAGA Pay Periods (collectively, “Class Data”), in
6 conformity with the Settlement Agreement.

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

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Settlement Class Members
24 who wish to be excluded from the Class Settlement must submit a timely written letter in conformity
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no
26 later than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice
27 to Settlement Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the
28 Notice Period will extended by fifteen (15) calendar days from the original deadline. Any such

1 person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement
2 will not be entitled to any recovery under the Class Settlement and will not be bound by the Class
3 Settlement or have any right to object, appeal, or comment thereon. All PAGA Employees will be
4 bound to the PAGA Settlement and will be issued their Individual PAGA Settlement Share
5 regardless of their decision to participate in the Class Settlement. Settlement Class Members who
6 do not submit timely and properly opt out of the Class Settlement (i.e., Qualified Class Member)
7 shall be bound by the Settlement Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department SSC7 of the Los Angeles County Superior Court, located at 312 North Spring Street,
11 Los Angeles, California 90012, to determine all necessary matters concerning the Settlement,
12 including: whether the proposed settlement of the action on the terms and conditions provided for in
13 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
14 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
15 contained in the Settlement should be approved as fair, adequate, and reasonable to the Settlement
16 Class Members and PAGA Employees; and determine whether to finally approve the requests for
17 the Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Costs.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for
19 Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Costs, along with
20 the appropriate declarations and supporting evidence, including the Settlement Administrator's
21 declaration, by _____, to be heard
22 at the Final Approval Hearing.

23 15. To object to the Class Settlement, a Qualified Class Member may submit a written
24 objection to the Settlement Administrator on or before the Response Deadline. The Objection must
25 be signed and must contain the information that is required, as set forth in the Class Notice, including
26 and not limited to the grounds for the objection. In addition to, or in lieu of a written Objection in
27 the manner and by the deadline specified herein, the Qualified Class Member may appear at the
28 Final Approval Hearing to present verbal objections at the Final Approval Hearing.

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

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

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

19 **IT IS SO ORDERED.**

20
21 Dated: _____

By: _____
The Honorable Lawrence P. Riff
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Brandon McCray et al. v. DailyLook, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 22STCV18793

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class and representative action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Brandon McCray ("Plaintiff McCray") and Plaintiff Sergio Acosta ("Plaintiff Acosta") (collectively "Plaintiffs"), and Defendant DailyLook, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Brandon McCray et al. v. DailyLook, Inc.*, Los Angeles County Superior Court Case No. 22STCV18793 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"Individual Settlement Payment" means each Settlement Class Member's share of the Class Settlement.

"Individual PAGA Payment" means each PAGA Employee's share of the PAGA Settlement.

"PAGA Employees" means all current and former non-exempt employees in California during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from June 7, 2021 through May 28, 2023.

"Settlement Class" means all current and former hourly paid or non-exempt employees in California at any time during the Settlement Class Period.

"Settlement Class Member" means a member of the Settlement Class.

"Settlement Class Period" means the time period from June 7, 2018 through May 28, 2023.

II. BACKGROUND OF THE ACTION

On or about June 7, 2022, Plaintiff McCray filed a Class Action Complaint for Damages in Los Angeles County Superior Court, Case No. 21STCV22597, naming DailyLook, Inc. as the Defendant. On May 30, 2023, Plaintiff Acosta provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("PAGA Notice"). On [date], 2024, Plaintiff McCray filed a First Amended Class Action Complaint for Damages And Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"), adding Plaintiff Acosta as a named plaintiff and incorporating all of the claims in the PAGA Notice. Plaintiffs allege that Defendant failed to provide sick pay, to provide suitable seating, to provide reporting time wages, to properly pay minimum and overtime wages, provide meal and rest break and associated premiums, timely pay wages during employment and upon termination of employment (including accrued, but unused

vacation) and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs seek among other things, recovery of alleged unpaid wages, meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class and PAGA Representative Action Settlement and Release (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Brandon McCray and Sergio Acosta as representatives of the Class (“Class Representatives”) and Sergio Acosta as the representative of the PAGA Employees, and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Joanna Ghosh, Esq.
Giovani Pimentel-Galvan, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Settlement Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment and cannot object to or opt out of the PAGA Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Settlement Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Settlement Class Members and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined that certification of the Class for settlement purposes only is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifty Thousand Dollars (\$850,000.00)/[amount to be determined based on Workweeks per Section V.A.1 of the Settlement Agreement] (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Settlement Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$297,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) (“Attorney’s Costs”) to Class Counsel; (2) Enhancement Awards to each of the Named Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for their services in the Action; (3) Settlement Administration Costs in an amount not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”). The PAGA Allocation will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”).

Settlement Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Settlement Class Member worked for Defendant as hourly-paid or non-exempt employees in California during the Settlement Class Period (“Class Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Class Workweeks of all Settlement Class Members (“Final Workweek Value”) and multiplied each Settlement Class Member’s individual Class Workweeks by the Final Workweek Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Settlement Class Members who do not submit a timely and valid Request for Exclusion (“Qualified Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”), based on the number of PAGA Pay Periods of each PAGA Employee during the PAGA Period. Individual PAGA Payments will be calculated and apportioned from the 25% of the PAGA Employee Amount payable to PAGA Employees based on the PAGA Employees’ PAGA Pay Periods during the PAGA Period, as follows: the Administrator will divide the 25% of the PAGA Payment by the PAGA Pay Periods of all PAGA Employees during the PAGA Period to yield the “PAGA Pay Periods Value,” and multiply each PAGA Employee’s individual PAGA Pay Periods during the PAGA Period by the PAGA Pay Periods Value to yield his or her Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Qualified Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From June 7, 2018 through May 28, 2023 (i.e., Settlement Class Period), you are credited as having worked [REDACTED] Workweeks.

From June 7, 2021 through May 28, 2023 (i.e., PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: (1) contains the case name and number of the Action (*Brandon McCray et al. v. DailyLook, Inc.*, Case No. 22STCV18793); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contain a statement setting forth the number of Workweeks and/or PAGA Pay Periods during the Settlement Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you.

Under the terms of the Class Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the PAGA Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Qualified Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff Acosta, the State of California, and PAGA Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims.

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

“Released PAGA Claims” means 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 First Amended 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.

“Released Parties” means 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.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$297,500.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) ("Attorneys' Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Awards to Plaintiffs

Plaintiffs will each seek the amount of Ten Thousand Dollars (\$10,000.00) ("Enhancement Awards"), in recognition of their services in connection with the Action. The Enhancement Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to individual settlement payments that each is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Settlement Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes of Workweeks, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Class Released Claims described in Section III.D above. In addition, to the extent required by law, the cashing of the settlement check by the Qualified Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above.

Settlement Class Members and PAGA Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action (*Brandon McCray, et al. v. DailyLook, Inc.*, Case No. 22STCV18793) (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the

Class Settlement; and (d) be returned by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Settlement Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Settlement Class Members who do not submit a Request for Exclusion will be deemed Qualified Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or orally presenting your objection at the Final Approval Hearing, regardless of whether you have submitted a written Objection.

An Objection must: (a) contain the case name and number of the Action (*Brandon McCray v. DailyLook, Inc.*, Case No. 22STCV18793); (b) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contain a written statement of all grounds for the objection 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 you are represented by counsel and provide said counsel's name, law firm, and address; ; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 7 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Costs.

The hearing may be continued without further notice to the Settlement Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.org/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 312 North Spring Street, Los Angeles, California 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, typing in the Court Case Number "22STCV18793 in the "Case Number," and clicking "Stanley Mosk Courthouse" on the drop down bar for the "Filing Courthouse."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE

FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.