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Attorneys for Plaintiff Fazon Williams and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHRIS MOORER, individually, and on behalf of
other members of the general public similarly
situated; FAZON WILLIAMS, 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.

PROVANTAGE CORPORATE SOLUTIONS,
LLC, an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. 21STCV24842

Related to Case No. 23STCV13610

[Hon. Carolyn B. Kuhl, Department 12]

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 25, 2025
Time: 10:30 a.m.
Department: 12

Complaint Filed: July 7, 2021
FAC Filed: November 4, 2024

1 I, Larry W. Lee, hereby declare and state as follows:

2 1. I am an attorney at law duly admitted to practice before all courts in the State of
3 California and am a member of the law firm, Diversity Law Group, one of the attorneys of record for
4 Plaintiff Fazon Williams ("Plaintiff"), on behalf of himself and other similarly situated individuals, in
5 the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as
6 a witness to testify thereto, I could and would competently do so.

7 **ATTORNEY QUALIFICATIONS**

8 2. I am one of the primary attorneys on this matter. My qualifications are as follows: I
9 received my JD from Arizona State University College of Law in 2003. During law school, I was a
10 summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated *cum laude* from Arizona
11 State University College of Law in the top 10% of my class. While I was in law school, I was the
12 Associate Managing Editor of the Arizona State University College of Law, Law Journal. Upon
13 graduation, I practiced law as an associate at the Los Angeles County offices of Ogletree, Deakins,
14 Nash, Smoak & Stewart, P.C., a national employment defense law firm that represents a significant
15 number of Fortune 50 companies, including many actions involving wage and hour matters.

16 3. My firm's primary focus is employment law. I have handled a number of wage and hour
17 matters including class actions and multiple-plaintiff actions. I have a practice that encompasses cases
18 throughout the State of California, including but not limited to the Los Angeles Superior Courts, the
19 Orange County Superior Courts, the San Francisco County Superior Courts, the San Diego County
20 Superior Courts, and the United States District Courts for the Central, Eastern, Northern, and Southern
21 Districts of California.

22 4. I have been approved as class counsel in a number of class actions that have been granted
23 final approval by the Superior Courts of Los Angeles County, Orange County, San Francisco County,
24 Alameda County, Contra Costa County, Monterey County, San Bernardino County, Santa Clara County,
25 Sonoma County, and other counties, as well as the United States District Court for the Central, Eastern,
26 and Northern Districts of California, including but not limited to the following class actions: *Chan*
27 *Lanier v. Citigroup, Inc. et al.*, San Francisco Superior Court Case No. CGC-05-445143; *Naqvi v.*
28 *Acoustic Home Loans et al.*, Orange County Superior Court Case No. 05CC00263; *Ortega v. AIG*,
Central District of California Case No. CV 06-0196-RSWL (PJWx); *Universal Protection Overtime*

1 Cases, Orange County Superior Court, Judicial Council Coordination Proceeding No. 4480; *Hernandez*
2 *v. CVS Corp. et al.*, Judicial Council Coordination Proceeding No. 4539; *Padilla v. Safeway*, San Benito
3 County Superior Court Case No. CU-16-00182; *Valles v. Community Hospital of the Monterey*
4 *Peninsula*, Monterey County Superior Court Case No. 17CV003452; *DirecTv Wage and Hour Cases*,
5 Santa Clara Superior Court Judicial Council Coordination Proceeding No. 4850; *Perez v. Standard*
6 *Drywall, Inc.*, Alameda County Superior Court Case No. RG15761142; and *Davis v. Nugget Market,*
7 *Inc.*, Yolo County Superior Court Case No. CV-18-558.

8 5. In addition, I was certified as class counsel by the United States District Court, Central
9 District of California in the case of *Abdullah v. U.S. Security* (Case Number CV 09-09554 GHK); *Avilez*
10 *v. Pinkerton Government Services, Inc.* (Case Number SACV 11-0493-DOC); *Dynabursky v. Allied*
11 *Barton Security Services* (Case Number SACV 12-02210 JST); and *Pace v. Petsmart, Inc.* (Case
12 Number SACV 13-500-DOC); by the Northern District of California in the cases of *Harris v. Vector*
13 *Marketing Corp.* (Case Number CV 08 5198 EMC) and *Lemus et al. v. H&R Block Enterprises, LLC*
14 (Case Number CV-09-03179-SI); and by the Superior Court of California, Orange County in the cases
15 of *De la Cruz v. Abercrombie & Fitch Co. et al.* (Case Number 30-2007-00036240) and *Wu v. General*
16 *Nutrition Corporation* (Case Number 30-2012-00593759), all as part of the Courts' orders granting class
17 certification pursuant to Rule 23 of the FRCP and California Code of Civil Procedure § 382.

18 **LITIGATION HISTORY**

19 6. On June 13, 2023, Williams filed his Complaint against Defendant Provantage Corporate
20 Solutions, LLC ("Defendant") alleging class claims for: (1) failure to provide accurate and itemized
21 wage statements in violation of section 226(a); (2) failure to reimburse business expenses in violation of
22 section 2802; and, (3) violations of California Business and Professions Code §§ 17200, et seq. On
23 August 25, 2023, Williams amended his complaint to add a claim of violations of California Labor Code
24 § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004). The Williams action
25 was initially assigned to the Honorable David S. Cunningham III of the Los Angeles County Superior
26 Court. On December 19, 2023, the Court deemed the Moorer action and the Williams action related,
and reassigned the Williams action to the Honorable Carolyn B. Kuhl.

27 **SETTLEMENT NEGOTIATIONS AND MEDIATION**

28 7. Each side has apprised the other of their respective factual contentions and legal theories,

1 and each side has considered the other's contentions and theories. Defendant provided its written
2 policies and a sample of class pay and time data, among other things—enabling Plaintiffs to assess the
3 value of Class Members' claims and further enabling negotiations to take place between the Parties.
4 The settlement is the result of extensive arm's length negotiations between the Parties and their counsel.

5 8. On January 26, 2024, the Parties attended a global mediation of both actions with Phyllis
6 Cheng, Esq., the former head of the California Department of Fair Employment and Housing. In
7 connection with the mediation, Defendant produced policies and time and payroll data for the class.
8 With the mediator's assistance and based upon the mediator's proposal, the Parties were able to agree to
9 settlement terms, which were negotiated in light of all known facts and circumstances—including the
10 uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate
11 issues. Additionally, Defendant produced financial records and information. Based thereon, Plaintiffs'
12 counsel reached this settlement to secure a concrete recovery while permitting Defendant to remain
13 solvent. For this reason, the Parties agreed to permit Defendant to make installment payments to be paid
14 over approximately a year and a half. Attached hereto as Exhibit 1 is a true and correct copy of the Joint
15 Stipulation of Class Action and PAGA Settlement and Release (the "Agreement"). The Agreement
16 requires Defendant to pay \$275,000.00—or approximately \$308.72 gross, on average, per Class
17 Member. This amounts to approximately 21% of Defendant's potential liability and is an excellent
18 result for Class Members

19 9. The proposed settlement class of "Class Members" includes all current and former
20 hourly-paid or non-exempt employees of Defendant in California employed from July 7, 2017, through
21 preliminary approval of the Settlement, or 60 days from Defendant's execution of the Agreement,
22 whichever is sooner (the "Class Period"). Agreement §§ 1(c), (h). There are approximately 665 Class
23 Members. From the Total Settlement Amount, the Parties will request that the Court approve payments
24 for a PAGA Penalty Amount and LWDA Payment, Administration Costs, Attorneys' Fees and Costs
25 Award, and Class Representative Award. *Id.* §§ 15-18. Except for these allocations requiring Court
26 approval, the entirety of the remainder of the Total Settlement Amount will be allocated to Class
27 Members. *Id.* § 14. It is expected that, on average, each Class Member would be allocated \$308.72 (*after*
28 all requested payments from the Total Settlement Amount).

10. Although Plaintiffs and their counsel are confident that litigation of the claims would

1 result in a classwide judgment against Defendant, they recognize the inherent risks in litigation,
2 including the specific risks that class certification could be denied, liability could not be established at
3 trial, or the applicable law could change. The settlement for each participating Class Member is fair,
4 reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals and
5 the costs of pursuing litigation.

6 11. Plaintiffs assert that Defendant failed to pay all minimum and overtime wages. Plaintiffs
7 contend that meal and rest period violations resulted in Labor Code section 226.7 penalties of an
8 additional hour of regular rate wages. Plaintiffs also assert that Defendant failed to reimburse business
9 expenses. Plaintiffs also contend that underpaid wages resulted in Section 203 penalties of up to 30 days
10 wages. Moreover, Plaintiffs contend that class claims under Section 226(e) result in a \$50 penalty for
11 the first non-compliant wage statement to each Class Member and a \$100 penalty for each additional
12 non-compliant wage statement to the Class Member, up to a maximum of \$4,000 per class member.
13 Under PAGA, Plaintiff Williams contends that PAGA penalties under Section 2699(f) also result in up
14 to \$100 per pay period.

15 12. Defendant contested the merits and denied it was liable at all. Moreover, even if Plaintiffs
16 prevailed on the merits, Defendant contested the extent of liability. For example, with respect to wage
17 statement liability, Defendant contended that liability under Section 226(e) would be subject to
18 additional defenses requiring proof of injuries resulting from knowing and intentional violations.
19 Likewise, with respect to minimum and overtime wage liability, Defendant contended that it would not
20 be subject to Section 203 penalties, based on a good faith defense that it maintained lawful policies and
21 was not aware of any off the clock work. As for meal and rest period violations, Defendant contended
22 that (i) it had already paid an additional hour of wages for meal and rest period violations and (ii) the
23 claims were not suitable for class or representative action litigation because Defendant maintained
24 lawful policies. Defendant also maintained lawful expense reimbursement policies and would have
25 contended that it was not aware of any expenses being incurred by its employees. Finally, with respect
26 to PAGA penalties, Defendant contended that PAGA penalties in any event be subject to discretionary
27 reductions.

28 13. While the Parties disagree on the application of the law to the facts, each Party
recognized in negotiations that, if taken to trial, the other Party would at least have reasonable

arguments, such that the Total Settlement Amount to which the Parties ultimately agreed was reasonable. Ultimately, based on data available at mediation and extrapolated through May 31, 2022, Plaintiffs argued that the potential total recovery amounted to approximately \$3,548,334.17—which included approximately \$559,794.70 under Section 226.7, approximately \$561,294.27 in unpaid minimum and overtime wages, approximately \$31,970.00 in unpaid business expenses, \$2,197,855.20 under Section 203, approximately \$197,600.00 under Section 226(e), and approximately \$4,288,900 under Section 2699(f).

14. However, these figures are the soaking wet assuming 100% liability. Given that Defendant maintained lawful policies regarding minimum and overtime wages, meal and rest periods, and business expenses, Plaintiffs believe a 75% discount is realistic, for a total realistic exposure of \$288,219.74. Moreover, as Defendant had a realistic potential to prevail on class certification and/or the merits, given its lawful policies, Plaintiffs believe a similar 75% discount of the waiting time and wage statement penalties is warranted, for a total of \$598,863.80.

15. Moreover, given that this Court retains discretion to reduce PAGA penalties, Plaintiffs believe a 90% reduction in PAGA penalties is warranted for a total realistic exposure of \$428,890.00. As such, the total realistic exposure is \$1,315,973.54, which is 21% of the realistic total exposure for damages, Labor Code and PAGA penalties.

16. My only relationship with Plaintiff is the attorney-client relationship in this matter.

17. On December 4, 2024, I uploaded the Agreement, this Motion and the Proposed Order on the Labor Workforce Development Agency's website.

I declare under penalty of perjury and the laws of the United States of America and the State of California that the foregoing is true and correct and that this declaration was executed on December 4, 2024, at Los Angeles, California.



Larry W. Lee

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Chris Moorer (“Plaintiff Moorer”) and Fazon Williams (“Plaintiff Williams” and with Plaintiff Moorer as “Plaintiffs”), and Defendant Provantage Corporate Solutions, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined below), PAGA Members (as defined below), the State of California (as set forth herein), and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

DEFINITIONS

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

a. “Actions” means (1) *Chris Moorer v. Provantage Corporate Solutions, LLC*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV24842 on July 7, 2021; and (2) *Fazon Williams v. Provantage Corporate Solutions, LLC*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV13610 on June 13, 2022.

b. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with litigation and resolution of the Actions, as set forth in Paragraph 15 below.

c. “Class” or “Class Member(s)” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period.

d. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, and Arman Marukyan of Lawyers *for* Justice, PC; Larry W. Lee of Diversity Law Group, P.C.; Edward W. Choi of Law Offices of Choi & Associates; and Dennis S. Hyun of Hyun Legal, APC, who will seek to be appointed counsel for the Class.

e. “Class Data and List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator

1 within twenty-one (21) calendar days after Preliminary Approval. The Class Data and List will be
2 formatted in electronic form and will include each Class Member's last known full name, last known
3 mailing address, Social Security Number, Qualified Workweeks, and/or Qualified PAGA Workweeks
4 (as defined below).

5 f. "Class Release Period" means the time period from July 7, 2017, through
6 preliminary approval of the Settlement, or 60 days from Defendant's execution of this Agreement,
7 whichever is sooner.

8 g. "Class Notice" means the Notice of Class Action Settlement, substantially in the
9 form attached as "**Exhibit A**" which shall be subject to Court approval and which the Settlement
10 Administrator shall mail to each Class Member.

11 h. "Class Period" means the time period from July 7, 2017, through preliminary
12 approval of the Settlement, or 60 days from Defendant's execution of this Agreement, whichever is
13 sooner.

14 i. "Class Representatives" or "Plaintiffs" means Chris Moorer and Fazon Williams.

15 j. "Class Settlement" means the settlement and resolution of the Actions and
16 Released Class Claims.

17 k. "Court" means the Superior Court of the State of California for the County of Los
18 Angeles.

19 l. "Defendant" means Provantage Corporate Solutions, LLC.

20 m. "Defendant's Counsel" means Alison Bernal of Nye, Stirling, Hale & Miller,
21 LLP.

22 n. "Effective Date" means the date when the Settlement becomes final. The
23 Settlement will become final upon the latest of the following dates: (1) if no Class Member timely and
24 properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure § 663, then
25 the date the Court enters an order granting Final Approval of the Settlement; (2) if a Class Member
26 intervenes or files a motion to vacate the judgment, then sixty (60) calendar days following the date the
27 Court enters an order granting Final Approval, assuming no appeal is filed; or (3) if a Class Member
28 timely and properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure

§ 663, and if a timely appeal is filed, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

o. “Employers’ Share of Payroll Taxes” means Defendant’s portion of payroll taxes, including FICA and FUTA on the portion of the Individual Settlement Shares that constitutes wages.

p. “Enhancement Award(s)” means the amount to be paid to Plaintiffs Chris Moorer and Fazon Williams in recognition of their efforts and work in prosecuting the Actions, as set forth in Paragraph 16 below.

q. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

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

s. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Member is eligible to receive under the Settlement, to be calculated in accordance with Paragraph 20 herein.

t. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 32 herein.

u. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement, to be calculated in accordance with Paragraph 20 herein, which is inclusive of employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

v. “LWDA Payment” means the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500), i.e., 75% of the PAGA Penalty Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) as set forth in Paragraph 19 herein.

w. “Net Settlement Amount” means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members, which is the Total Settlement Amount less

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the Court-approved Enhancement Awards, Settlement Administration Costs, PAGA Penalty Amount, and Attorneys' Fees and Costs.

x. "Notice of Objection" means a Class Member's valid and timely written objection to the Class Settlement. A Notice of Objection must: (a) contain the words "I object to the Settlement in Chris Moorer v. Provantage Corporate Solutions, LLC" or similar language; (b) state the objecting Class Member's full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) state all grounds for the objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing the objecting Class Member with respect to the objection; (e) copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a Notice of Objection has been timely submitted. Only a Class Member who does not request exclusion from the Class Settlement (i.e. a Settlement Class Member) may object to the Class Settlement.

y. "PAGA" means the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

z. "PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

aa. "PAGA Penalty Amount" means the allocation of Fifty Thousand Dollars (\$50,000) from the Total Settlement Amount for civil penalties pursuant to the Private Attorneys General Act. Seventy-five percent (75%) of the PAGA Penalty Amount, or \$37,500, will be paid to the Labor and Workforce Development Agency (i.e., the LWDA Payment) and the remaining twenty-five percent (25%) or, \$12,500, will be distributed to PAGA Members on a *pro rata* basis (i.e., the PAGA Employee Amount).

bb. "PAGA Period" means the time period from June 13, 2022, through preliminary approval of the Settlement, or 60 days from Defendant's execution of this Agreement, whichever is sooner.

cc. “PAGA Employee Amount” means the amount of Twelve Thousand Five Hundred Dollars (\$12,500), i.e., 25% of the PAGA Penalty Amount, to be distributed to PAGA Members on a *pro rata* basis, as set forth in Paragraph 18 herein.

dd. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims, arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

ee. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either Plaintiffs or Defendant.

ff. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement.

gg. “Qualified PAGA Workweeks” means the number of weeks each PAGA Member worked for Defendant during the PAGA Period, which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period, and dividing by seven (7) to yield the number of Qualified PAGA Workweeks.

hh. “Qualified Workweeks” means the number of calendar weeks each Class Member worked for Defendant during the Class Period, which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment as an hourly-paid or non-exempt employee in California during the Class Period, and dividing by seven (7) to yield the number of Qualified Workweeks.

ii. “Released Class Claims” means all claims under state, federal, or local law, arising out of the facts or allegations expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10)

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violation of California's unfair competition law, and any other similar state or federal law, that arose during the Class Release Period.

jj. "Released PAGA Claims" means any and all claims for civil penalties arising from claims for penalties that were brought or could have been brought based on the facts alleged in the LWDA Letter, arising during the PAGA Period, pursuant to California Labor Code § 2698, et seq., including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

kk. "Released Parties" means Defendant, and any parent, subsidiary, affiliate, predecessor or successor, and all agents, officers, directors, insurers, and attorneys.

ll. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the words "I wish to be excluded from the Settlement in Chris Moorer v. Provantage Corporate Solutions, LLC and Fazon Williams v. Provantage Corporate Solutions, LLC" or similar language; (b) be signed by the Class Member; (c) state the full name, address, telephone number, signature, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Class Settlement will be deemed a Settlement Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final Approval by the Court. PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

mm. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Qualified Workweeks and/or Qualified PAGA Workweeks credited to them, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator (or remailing, if applicable), unless the 45th day falls on a Sunday or Federal holiday, in which case the Response

Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days.

nn. "Settlement" means the final and complete disposition of the Actions.

oo. "Settlement Administrator" means ILYM Group, Inc., a third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. 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.

pp. "Settlement Administration Costs" means the costs payable to the Settlement Administrator from the Total Settlement Amount, subject to Court approval, for administration of the Settlement, as set forth in Paragraph 18 below.

qq. "Settlement Class Member(s)" means Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement.

rr. "Total Settlement Amount" means the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000) to be paid by Defendant, as set forth in Paragraph 14 below, in full resolution of all Released Class Claims and Released PAGA Claims in the Actions, which includes all Attorneys' Fees and Costs, Enhancement Awards, PAGA Penalty Amount, Settlement Administration Costs, and Net Settlement Amount. Employers' Share of Payroll Taxes shall be paid by Defendant separate from and in addition to the Total Settlement Amount.

RECITALS

2. On July 7, 2021, Plaintiff Chris Moorer ("Plaintiff Moorer") filed his Class Action Complaint against Defendant in the Superior Court of California for the County of Los Angeles, Case No. 21STCV24842 ("*Moorer* Action"), alleging a single cause of action for violations of California Business and Professions Code §§ 17200, *et seq.*, on behalf of the putative class.

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3. On June 13, 2023, Plaintiff Fazon Williams (“Plaintiff Williams”) provided written notice to the Labor and Workforce Development Agency and Defendant of the specific provisions of the California Labor Code that Defendant allegedly violated (the “LWDA Letter”).

4. On June 13, 2023, Plaintiff Williams filed his Class Action Complaint against Defendant in the Superior Court of California for the County of Los Angeles, Case No. 23STCV13610 (“*Williams Action*”), alleging three causes of action for failure to provide compliant wage statements, failure to reimburse business expenses, and violations of California Business and Professions Code §§ 17200, *et seq.*, on behalf of the putative class.

5. On August 25, 2023, Plaintiff Williams filed his First Amended Class Action Complaint in the *Williams Action* adding a cause of action seeking penalties pursuant to the Private Attorneys General Act, California Labor Code section 2690, *et seq.*

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

7. Class Counsel in the Actions diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of numerous corporate policies and practices.

8. On January 26, 2024, the Parties participated in mediation with Phyllis W. Cheng, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions.

9. With the assistance of the Mediator and financial analysts, the Parties ultimately reached the settlement on February 5, 2024, which is memorialized herein. The settlement discussions were conducted at arm’s-length, and the settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation of the Actions. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate

and is in the best interest of the Class Members, PAGA Members, and the State of California in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and financial status asserted by Defendant. Defendant shall provide a declaration in support of Plaintiffs' Motion for Preliminary Approval regarding its financial condition and the necessity of the proposed payment plan.

10. To effectuate and facilitate the settlement approval process, and to conserve the Court's and the Parties' resources during this process, the Parties agree to consolidate the *Moorer* Action and *Williams* Action, and deem the *Moorer* Action as the lead case.

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

CLASS CERTIFICATION

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

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

TERMS OF SETTLEMENT AGREEMENT

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

14. Funding of the Total Settlement Amount. Within ninety (90) calendar days of Final Approval, Defendant will make a deposit of Sixty-Eight Thousand Seven Hundred and Fifty Dollars (\$68,750.00) into a qualified settlement fund ("QSF") to be established by the Settlement Administrator

(“First Installment”). Within one hundred and thirty five (135) days of payment of the First Installment, Defendant will make a deposit of Sixty Eight Thousand Seven Hundred and Fifty Dollars (\$68,750.00) into the QSF established by the Settlement Administrator as the second installment of the Total Settlement Amount (“Second Installment”). Within one hundred and thirty five (135) days of payment of the Second Installment, Defendant will make a deposit of Sixty Eight Thousand Seven Hundred and Fifty Dollars (\$68,750.00) into the QSF established by the Settlement Administrator as the third installment of the Total Settlement Amount (“Third Installment”). Within one hundred and thirty five (135) days of payment of the Third Installment, Defendant will make a deposit of Sixty Eight Thousand Seven Hundred and Fifty Dollars (\$68,750.00), plus Employers’ Share of Payroll Taxes, into the QSF established by the Settlement Administrator as the fourth and final installment of the Total Settlement Amount (“Fourth and Final Installment”). The Parties agree that this is a non-reversionary Settlement and that no portion of the Total Settlement Amount shall revert to Defendant.

15. Attorneys’ Fees and Costs. Class Counsel will request, and Defendant will not oppose attorneys’ fees of up to thirty-three percent (33%), or \$90,750, of the Total Settlement Amount and up to Forty Thousand Dollars (\$40,000) for reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs and expenses incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court’s approval of the Settlement, as well as any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members.

16. Enhancement Award. In recognition of their efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Awards in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) each (for a total of \$15,000) to Plaintiffs.

The Enhancement Awards, which will be paid to Plaintiffs from the Total Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments and Individual PAGA Payments that are to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Awards, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve Enhancement Awards to Plaintiffs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Awards will be part of the Net Settlement Amount to be distributed to Settlement Class Members.

17. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Nine Thousand Five Hundred and Fifty Dollars (\$9,550.00). These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, establishing the QSF, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will become part of the Net Settlement Amount to be distributed to Settlement Class Members.

18. PAGA Allocation. Subject to approval by the Court, the Parties agree that the amount of Fifty Thousand Dollars (\$50,000) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Penalty Amount), of which seventy-five percent (75%), or \$37,500, will be paid to the Labor and

Workforce Development Agency (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500, will be distributed to PAGA Members on a *pro rata* basis, based on PAGA Members' Qualified PAGA Workweeks during the PAGA Period (i.e., the PAGA Employee Amount).

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

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

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Qualified Workweeks of all Settlement Class Member to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Qualified Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

20. Individual PAGA Payments. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Members' number of Qualified PAGA Workweeks as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Penalty Amount, by the total number of Qualified PAGA Workweeks of all PAGA Members to yield the "PAGA Workweek Value," and multiply each PAGA Members' individual Qualified PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

21. Distribution Process. Within twenty (20) calendar days of receipt of the First Installment of the Total Settlement Amount, the Settlement Administrator will issue Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Members, and the Enhancement Awards to Plaintiffs. Within seven (7) calendar days of receipt of the Fourth and Final Installment of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court as follows: (a) the LWDA Payment to the Labor and Workforce

Development Agency; (b) Attorneys' Fees and Costs to Class Counsel; and (c) Settlement Administration Costs to the Settlement Administrator.

22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under the Settlement shall not in any way entitle Plaintiffs or any Settlement Class Member or PAGA Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period or PAGA Period, nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period or PAGA Period).

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

24. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class Data and List from Defendant, the Settlement Administrator will mail a Class Notice (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members and PAGA Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable and received by the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

25. Dispute Regarding Qualified Workweeks. Class Members and PAGA Members will have an opportunity to dispute the number of Qualified Workweeks and/or Qualified PAGA Workweeks to which they have been credited, as reflected in their respective Class Notices. In order to dispute Qualified Workweeks and/or Qualified PAGA Workweeks, Class Members and/or PAGA Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of at least one of the Actions; (b) is signed by the Class Member and/or PAGA Member; (c) states the

1 full name, address, telephone number, and the last four digits of the Social Security Number of the
2 disputing Class Member and/or PAGA Member; (d) states that the Class Member and/or PAGA Member
3 disputes the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to him or
4 her and what he or she contends is the correct number that should be credited to him or her; (e) includes
5 information and/or attaches documentation demonstrating that the number of Qualified Workweeks
6 and/or Qualified PAGA Workweeks that he or she contends should be credited to him or her is correct;
7 and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or
8 before the Response Deadline. The date of the postmark on the return mailing envelope on the
9 submission will be the exclusive means to determine whether a dispute has been timely submitted.
10 Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number
11 of Qualified Workweeks and/or Qualified PAGA Workweeks to be credited to a disputing Class
12 Member and/or PAGA Member, Defendant's records will be presumed correct and determinative of the
13 dispute. However, if a Class Member and/or PAGA Member produces information and/or documents to
14 the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member
15 and/or PAGA Member and the Settlement Administrator will resolve and determine the number of
16 eligible Qualified Workweeks and/or Qualified PAGA Workweeks that the disputing Class Member
17 and/or PAGA Member should be credited with under the Settlement. The Settlement Administrator
18 shall notify Class Counsel and Defendant's Counsel of the fact that a Class Member and/or PAGA
19 Member has made a dispute and advise them of the outcome.

20 26. Settlement Checks. The Settlement Administrator will be responsible for undertaking
21 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and
22 Individual PAGA Payments by way of check to the Settlement Class Members and PAGA Members in
23 accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may
24 combine the Individual Settlement Payment and Individual PAGA Payment into one check, if applicable.
25 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable
26 for one hundred and eighty (180) calendar days from the date the checks are issued. Any settlement
27 checks which remain uncashed after that date shall be transferred to the California State Controller's
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Unclaimed Property Fund to be held in the name of the Settlement Class Members and/or PAGA Members.

27. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Settlement Agreement. Any Class Member who validly requests to be excluded from the Class Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Class Settlement; however, if the Class Member worked during the PAGA Period, he or she will be a PAGA Member, will still receive an Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of whether he or she has submitted a timely and valid Request for Exclusion.

28. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including and not limited to those pertaining to the release of Released Class Claims, as well as the Final Approval Order and Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

29. Procedures for Objecting to the Settlement. Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Settlement by submitting a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class

Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also appear in person to present their objection orally at the Final Approval Hearing, whether or not they have submitted a Notice of Objection.

30. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members and/or PAGA Members who have submitted a dispute of Qualified Workweeks and/or Qualified PAGA Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection from the Class Settlement; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested, and immediately notify Class Counsel and Defendant's Counsel when it receives a request from an individual or any other entity requesting to be included in the Class and/or PAGA Settlement.

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

32. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The Settlement Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way

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of a single check. The Employers' Share of Payroll Taxes will be paid by Defendant separately and in addition to the Total Settlement Amount.

33. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts paid pursuant to the Settlement. The Settlement Administrator will also be responsible for collecting and forwarding all taxes, contributions, and withholdings with respect to the wages portion of Individual Settlement Shares to the appropriate government authorities.

34. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel make no representations or warranties as to the tax consequences, treatment, or legal effect of any payments made under this Settlement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs and Settlement Class Members understand and agree that they will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

35. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY (AN "OTHER PARTY")) ACKNOWLEDGES AND AGREES THAT (a) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (b) THE ACKNOWLEDGING PARTY (i) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (ii) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION

1 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
2 (iii) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
3 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
4 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (c) NO ATTORNEY OR ADVISER TO
5 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
6 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
7 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
8 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
9 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
10 BY THIS SETTLEMENT AGREEMENT.

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

15 37. Release of Claims by Settlement Class Members and PAGA Members. Upon the full
16 funding of the Total Settlement Amount, (i) Plaintiffs and all Settlement Class Members (i.e., Class
17 Members who do not submit a valid and timely Request for Exclusion) will be deemed to have fully,
18 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
19 of all Released Class Claims, and (ii) Plaintiffs, PAGA Members, and the State of California will be
20 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
21 the Released Parties of all Released PAGA Claims arising under the Private Attorneys General Act,
22 California Labor Code Section 2698, *et seq.* he or she may have had.

23 38. General Release of Claims by Plaintiffs. In addition, upon the full funding of the Total
24 Settlement Amount, Plaintiffs will be deemed to have fully, finally, and forever released, settled,
25 compromised, relinquished, and discharged the Released Parties of and from all claims arising from their
26 employment with Defendant, separation of employment from Defendant, and any acts that have or could
27 have been asserted in any legal action or proceeding against Defendant, arising under any federal, state,
28 or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor

Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims they now have against the Released Parties. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law. Nothing in this Agreement is intended to prevent or restrict discussion or disclosure of factual information regarding sexual assault, sexual harassment, harassment, discrimination, unlawful acts in the workplace (e.g., harassment or discrimination or any other conduct for which there is reason to believe said conduct is unlawful), failure to prevent an act of workplace harassment or discrimination, and/or an act of retaliation against a person for reporting or opposing harassment or discrimination.

39. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs' Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will be responsible for drafting and submit this Settlement Agreement to the Court in support of said motion and also submit this Settlement Agreement to the Labor and Workforce Development Agency.

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

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as representatives of the Class;
- d. Preliminarily appointing Plaintiffs’ Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. mail;
- f. Approving the manner and method for Class Members to request exclusion from the Class Settlement or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Promptly scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members.

40. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) PAGA Penalty Amount; (d) Attorneys’ Fees and Costs; (e) Enhancement Awards; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. By way of said motion, Plaintiffs will apply for the entry of the mutually agreed upon proposed order and judgment (“Final Approval Order and Judgment”), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certifying the Class for settlement purposes;

- c. Awarding Attorneys' Fees and Costs to Class Counsel;
- d. Awarding Enhancement Awards to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering a Final Approval Order and Judgment, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

41. Escalator Clause. Defendant represents that there are 6,553 Qualified Workweeks during the period from July 7, 2017, to January 26, 2024. If it is determined that the number of Qualified Workweeks worked by Class Members during the Class Release Period exceeds 6,553 by more than five percent (5%) (i.e., the number of Qualified Workweeks exceeds 6,880), the Class Release Period shall instead cut off upon the date the Class Members worked more than 6,880 Workweeks.

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

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

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

45. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Actions (including with respect to California Code of Civil Procedure section 583.310), except such

proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

46. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

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

48. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member and PAGA Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release and contemplated judgment as to the Settlement Class Members and PAGA Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Member.

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

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

51. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All

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executed counterparts and each of them, including facsimile, electronic, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument.

52. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

53. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to the fullest extent possible consistent with applicable precedents.

54. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs Chris Moorer and Fazon Williams agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.

55. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically deny, that they have violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as

evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

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

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

58. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel and has been reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

59. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

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

To Plaintiffs and Class Counsel:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Arman Marukyan, Esq.
LAWYERS for JUSTICE, PC
410 W. Arden Avenue Suite 203
Glendale, California 91203

To Defendant:

Alison Bernal
NYE, STIRLING, HALE & MILLER, LLP
33 West Mission Street, Suite 201
Santa Barbara, California 93101

Larry W. Lee, Esq.
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515 South Figueroa Street, Suite 1250
Los Angeles, California 90071

61. Final Order. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order t on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

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

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

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

IT IS SO AGREED.

1 **PLAINTIFF CHRIS MOORER**

2
3 Dated: 10/25/2024

Electronically Signed 2024-10-25 17:05:53 UTC - 47,150.57.209

Nintex AssureSign® 355d5abd-ce17-4880-b53e-b214010fcb95

Chris Moorer, Plaintiff

5 **PLAINTIFF FAZON WILLIAMS**

6
7 Dated: _____

Fazon Williams, Plaintiff

9
10 **DEFENDANT PROVANTAGE CORPORATE SOLUTIONS, LLC**

11
12 Dated: October 28, 2024



13 Full Name: Bryson M. Aldridge

14 Title: General Counsel

15 On behalf of Provantage Corporate Solutions, LLC

16 **APPROVED AS TO FORM**

17 **LAWYERS *for* JUSTICE, PC**

18
19 Dated: October 25, 2024



20 Arman Marukyan
21 *Attorneys for* Plaintiff Chris Moorer and Proposed Class Counsel

22 **DIVERSITY LAW GROUP, P.C.**

23
24 Dated: _____

25 Larry Lee
26 *Attorneys for* Plaintiff Fazon Williams and Proposed Class Counsel

PLAINTIFF CHRIS MOORER

Dated: 10/25/2024

Electronically Signed 2024-10-25 17:05:53 UTC - 47:150:57:209
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Chris Moorer, Plaintiff

PLAINTIFF FAZON WILLIAMS

Dated: 10/31/2024

Signed by:
799A40A6A7FB464...

Fazon Williams, Plaintiff

DEFENDANT PROVANTAGE CORPORATE SOLUTIONS, LLC

Dated: _____

Full Name: _____

Title: _____

On behalf of Provantage Corporate Solutions, LLC

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: October 25, 2024

Arman Marukyan

Attorneys for Plaintiff Chris Moorer and Proposed Class Counsel

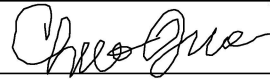
DIVERSITY LAW GROUP, P.C.

Dated: October 31, 2024

Larry Lee
Attorneys for Plaintiff Fazon Williams and Proposed Class Counsel

PLAINTIFF CHRIS MOORER

Dated: 10/25/2024

Electronically Signed 2024-10-25 17:05:53 UTC - 47.150.57.209
Nintex AssureSign® 355df5ab4d-ce17-4880-b53e-b214010fcd95


Chris Moorer, Plaintiff

PLAINTIFF FAZON WILLIAMS

Dated: 10/31/2024

Signed by:


799A40A6A7F8464...
Fazon Williams, Plaintiff

DEFENDANT PROVANTAGE CORPORATE SOLUTIONS, LLC

Dated: _____

Full Name: _____

Title: _____

On behalf of Provantage Corporate Solutions, LLC

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: October 25, 2024



Arman Marukyan
Attorneys for Plaintiff Chris Moorer and Proposed Class Counsel

DIVERSITY LAW GROUP, P.C.

Dated: October 31, 2024



Signer ID: APT7121513...
Lany Lee
Attorneys for Plaintiff Fazon Williams and Proposed Class Counsel

LAW OFFICES OF CHOI & ASSOCIATES

Dated: October 31, 2024



Eugene M. Choi
Attorneys for Plaintiff Fazon Williams and Proposed Class Counsel

HYUN LEGAL, APC

Dated: October 31, 2024



Dennis S. Hyun
Attorneys for Plaintiff Fazon Williams and Proposed Class Counsel

NYE, STIRLING, HALE & MILLER, LLP

Dated: 11/1/2024

Signed by:


Alison Bernal
Attorneys for Defendant Provantage Corporate Solutions, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Chris Moorer v. Provantage Corporate Solutions, LLC

Superior Court of California for the County of Los Angeles, Case No. 21STCV24842

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Chris Moorer ("Plaintiff Moorer") and Fazon Williams ("Plaintiff Williams" and with Plaintiff Moorer as "Plaintiffs") and Defendant Provantage Corporate Solutions, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Chris Moorer v. Provantage Corporate Solutions, LLC*, Los Angeles County Superior Court, Case No. 21STCV24842 ("*Moorer 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" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from July 7, 2017, through [preliminary approval of the Settlement, or 60 days from Defendant's execution of the Settlement Agreement, whichever is sooner].

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

"PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in California employed 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 13, 2022 through [preliminary approval of the Settlement, or 60 days from Defendant's execution of the Settlement Agreement, whichever is sooner].

II. BACKGROUND OF THE ACTION

On July 7, 2021, Plaintiff Moorer filed his Class Action Complaint against Defendant in the Superior Court of California for the County of Los Angeles, Case No. 21STCV24842. On June 13, 2023, Plaintiff Williams provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of his intent to pursue civil penalties for alleged violations of the California Labor Code ("LWDA Letter"). On June 13, 2023, Plaintiff Williams filed his Class Action Complaint against Defendant in the Superior Court of California for the County of Los Angeles, Case No. 23STCV13610 ("*Williams Action*") (the *Moorer Action* and *Williams Action* are collectively referred to as the "Actions"). On August 25, 2023, Plaintiff Williams filed his First Amended Class Action Complaint in the *Williams Action* adding a cause of action seeking penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant 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 unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Settlement Administrator] as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Chris Moorer and Fazon Williams as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Arman Marukyan, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Larry W. Lee, Esq.
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071

Edward W. Choi, Esq.
LAW OFFICES OF CHOI & ASSOCIATES
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071

Dennis S. Hyun, Esq.
HYUN LEGAL, APC
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071

If you are a Class Member, you do not need to 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 Member, you do not need to take any action to receive an Individual PAGA Payment.

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 Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. 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 Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is \$275,000.00 (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 33% of the Total Settlement Amount (*i.e.*, \$90,750.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount up to \$40,000.00 (“Litigation Costs”) to Class Counsel; (2) Enhancement Award in an amount up to \$7,500.00 each to Plaintiffs (for a total of \$15,000.00); (3) Settlement Administration Costs in an amount up to \$9,550.00 to the Settlement Administrator; and (4) the amount of \$50,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Penalty Amount”). The PAGA Penalty Amount will be distributed 75% (*i.e.*, \$37,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (*i.e.*, \$12,500.00) will be distributed to PAGA Members (“PAGA Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Qualified Workweeks”). The Settlement

Administrator has divided the Net Settlement Amount by the Qualified Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Qualified Workweeks by the Estimated Workweek Value to arrive at each Class Member’s Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share, net of applicable taxes.

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

PAGA Members 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 weeks each PAGA Member worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“Qualified PAGA Workweeks”). The Settlement Administrator has divided the PAGA Employee Amount, *i.e.*, 25% of the PAGA Penalty Amount, by the total number of Qualified PAGA Workweeks of all PAGA Members to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s individual Qualified PAGA Workweeks by the PAGA Workweek Value to arrive at each PAGA Member’s Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 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 Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Qualified Workweeks and/or Qualified PAGA Workweeks Based on Defendant’s Records

According to Defendant’s records:

From July 7, 2017 through [end date] (*i.e.*, Class Period), you are credited with <<____>> Qualified Workweeks.

From June 13, 2022 through [end date] (*i.e.*, PAGA Period), you are credited with <<____>> Qualified PAGA Workweeks.

If you wish to dispute the Qualified Workweeks and/or Qualified PAGA Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of at least one of the Actions; (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 Qualified Workweeks and/or Qualified PAGA Workweeks that you contend is correct and attach any relevant documentation in support thereof; and (d) 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 Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be \$<<____>>. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be \$<<____>>.

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

D. Release of Claims

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

Upon the Effective Date, Plaintiffs, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the facts or allegations expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law, and any other similar state or federal law, that arose during the Class Release Period.

“Released PAGA Claims” means any and all claims for civil penalties arising from claims for penalties that were brought or could have been brought based on the facts alleged in the LWDA Letter, arising during the PAGA Period, pursuant to California Labor Code § 2698, *et seq.*, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

“Released Parties” means Defendant, and any parent, subsidiary, affiliate, predecessor or successor, and all agents, officers, directors, insurers, and attorneys.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to 33% of the Total Settlement Amount (*i.e.*, an amount of up to \$90,750.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to \$40,000.00 (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs, Class Members, and the State of California 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 Award to Plaintiffs

Plaintiffs will seek the amount of \$7,500.00 each (for a total of \$15,000.00) (“Enhancement Award”), in recognition of their services in connection with the Actions and their broader individual release and waiver of claims. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed \$9,550.00 (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Total Settlement Amount by way of four (4) installment payments. Within 90 calendar days of the date on which the Final Approval Order and Judgment is entered, Defendant shall provide the Settlement Administrator with the first installment payment of \$68,750.00 and the amount necessary to pay Employer Taxes (“First Installment”). Within 135 days of the First Installment, Defendant shall provide the Settlement Administrator the second installment payment of \$68,750.00 (“Second Installment”). Within 135 days of the Second Installment, Defendant shall provide the Settlement Administrator the third installment payment of \$68,750.00 (“Third Installment”). Within 135 days of the Third Installment, Defendant shall provide the Settlement Administrator the fourth and final installment payment of \$68,750.00, plus the amount necessary to pay Employer Taxes (“Fourth and Final Installment”). Within twenty (20) calendar days of receipt of the First Installment of the Total Settlement Amount, the Settlement Administrator will issue Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Members.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A 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 release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, 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 Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members 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 must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the words "I wish to be excluded from the Settlement in Chris Moorer v. Provantage Corporate Solutions, LLC and Fazon Williams v. Provantage Corporate Solutions, LLC" or similar language; (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature (or signature of your authorized representative); (3) contain a clear statement that you request to be excluded from the Class Settlement; and (4) be sent 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 Class Member who submits a timely and valid 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. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will 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. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (1) contain the words "I object to the Settlement in Chris Moorer v. Provantage Corporate Solutions, LLC" or similar language; (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature (or signature of your authorized representative); (3) state all grounds for your objection accompanied by any legal or factual support for such objection; (4) attach any supporting materials that you wish to rely upon for your objection; (5) state whether you are represented by an attorney and identify the attorney; and (6) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department [Number/Letter] of the Los Angeles 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 Litigation Costs to Class Counsel, Enhancement Award to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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

VII. 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 other imaged documents filed in the Actions at the Los Angeles County Superior Court, 111 N. Hill Street, Los Angeles, CA 90012, during business hours, or online by visiting the following website: <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>

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.