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GIDDENS, and all others similarly situated
(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TEELA KING, on behalf of herself and all
others similarly situated,

Plaintiffs,

v.

SAMANTHA SANSON, an individual; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: BC705975
[Unlimited Jurisdiction]

*Related Case: D'Antanec Jackson v. Samantha
Sanson, et al., Case No. 20STCV04977*

**SECOND AMENDED STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

*Assigned for all purposes to the
Honorable Elihu M. Berle, Dept. 6*

Complaint Filed: May 17, 2018
Trial Date: None Set

ADDITIONAL ATTORNEY FOR PLAINTIFF

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Attorney for Plaintiff, TEELA KING, PATIANA BROWN, CASSANDRA EDWARDS, KIERRA FAVORS, BRITTANY HANNON, D'ANTANEC JACKSON, CORTNEY TEARTT, JASMINE WRIGHT, DARLENE MOORE, KEYLIAH ZIMMERMAN, ENGELIC GIDDENS, and all others similarly situated

1 This Second Amended Stipulation of Class Action and PAGA Settlement (“Stipulation
2 of Settlement”) is made by and between named plaintiffs TEELA KING, PATIANA BROWN,
3 CASSANDRA EDWARDS, KIERRA FAVORS, BRITTANY HANNON, D’ANTANEC
4 JACKSON, CORTNEY TEARTT, JASMINE WRIGHT, DARLENE MOORE, KEYLIAH
5 ZIMMERMAN, and ENGELIC GIDDENS (“Named Plaintiffs”) on their own behalf and on
6 behalf of all members of the Settlement Class, as defined below, on the one hand, and defendants
7 SAMANTHA SANSON CONSULTING, INC., SAMANTHA SANSON, KING HENRY VIII,
8 INC., ERWIN HEINDL and ESTATE OF RENATA HEINDL (“Defendants”), on the other hand
9 (collectively the “Parties”), in the lawsuits entitled *Teela King v. Samantha Sanson*, Los Angeles
10 County Superior Court, Case Nos. BC705975 and *D’Antanec Jackson v. Samantha Sanson*, Los
11 Angeles County Superior Court, Case No. 20STCV04977 (“the Litigation”). This Stipulation of
12 Settlement resolves all claims that were asserted by Named Plaintiffs or could have been asserted
13 against Defendants pertaining to the individual, putative class, and representative claims set forth
14 by Named Plaintiffs in the Litigation, including the Second Amended Complaint filed on April
15 16, 2021 (discussed below).

16 **I. DEFINITIONS**

17 **A. Administrative Costs.** All administrative costs of settlement, including cost of
18 notice to the Settlement Class, claims administration, and any fees and costs incurred or charged
19 by the Settlement Administrator in connection with the execution of its duties under this
20 Stipulation of Settlement.

21 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
22 synonymously herein to mean this Stipulation of Settlement for purposes of Settlement.

23 **C. Bankruptcy Case.** The terms “Bankruptcy Case” or “Bankruptcy Court” herein
24 shall mean that Chapter 11 Bankruptcy Case filed by Samantha Sanson Consulting, Inc. in the
25 United States Bankruptcy Court, Central District of California bearing case number 2:19-bk-
26 24428BR. The Bankruptcy Case was dismissed on August 11, 2020.

27 **D. Class Counsel.** The term “Class Counsel” as used herein means: David G.
28 Spivak, Esq. and Maralle Messrelian, Esq. of THE SPIVAK LAW FIRM, and all of the lawyers

1 of that firm; and Walter Haines, Esq. of UNITED EMPLOYEES LAW GROUP, and all of the
2 lawyers of that firm. The term “Class Counsel” shall be used synonymously with the term
3 “Plaintiffs’ Counsel.”

4 **E. Class Period.** The term “Class Period” as used herein means the period from
5 May 17, 2014 to July 31, 2020.

6 **F. Court.** The term “Court” as used herein means the Superior Court of the State of
7 California for the County of Los Angeles.

8 **G. Counsel for Defendants.** The term “Counsel for Defendants” as used herein
9 means: Todd B. Scherwin, Esq. and Sean F. Daley, Esq. of FISHER & PHILLIPS LLP, and all
10 of the lawyers of that firm.

11 **H. Final.** The term “Final” means: (1) the date of final affirmation of the Final
12 Approval from any appeal, the expiration of the time for, or the denial of, a petition to review the
13 Final Approval, or if review is granted, the date of final affirmation of the Final Approval
14 following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the
15 Final Approval or the final dismissal of any proceeding to review the Final Approval, provided
16 that the Final Approval is affirmed and/or not reversed in any part; or (3) if no putative class
17 members intervene but objections are filed, the expiration date of the time for the filing or
18 noticing of any appeal from the Court’s Final Approval of the Settlement, as determined under
19 Rule 8.104(a)(3) of the California Rules of Court or (4) if no putative class members intervene
20 and there are no objections, the date the Court enters the Final Approval Order and Final
21 Judgment.

22 **I. Final Approval Order.** The term “Final Approval Order” means the Final
23 Approval Order entered by the Court following the Final Fairness and Approval Hearing.

24 **J. Final Judgment.** The term “Final Judgment” means the final judgment entered
25 by the Court following the Final Fairness and Approval Hearing.

26 **K. Date of Final Approval.** The terms “Date of Final Approval” or “Final
27 Approval” as used herein mean the final formal judgment entered by the Court at the Final
28 Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

1 **L. Defendants.** The term “Defendants” as used herein means the named defendants
2 in the Litigation, defendants SAMANTHA SANSON CONSULTING, INC., SAMANTHA
3 SANSON, KING HENRY VIII, INC., ERWIN HEINDL and ESTATE OF RENATA HEINDL.

4 **M. Employer Taxes.** The term “Employer Taxes” as used herein means the
5 employer-funded share of taxes and contributions imposed on the wage portions of the Settlement
6 Amount under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and
7 any similar federal and state taxes and contributions required of employers, such as for
8 unemployment insurance. The Employer Taxes will be paid separately by Defendants in addition
9 to and at the same time as the Settlement Amount installment payments.

10 **N. FLSA.** The term FLSA means the Fair Labor Standards Act, 29 U.S.C. § 201 *et*
11 *seq.*

12 **O. Litigation.** The term “Litigation” as used herein means the operative civil
13 complaints that were filed in California state court and any amendments thereto, including the
14 anticipated Second Amended Complaint, which are currently captioned *Teela King v. Samantha*
15 *Sanson*, Los Angeles County Superior Court, Case Nos. BC705975 and *D’Antanec Jackson v.*
16 *Samantha Sanson*, Los Angeles County Superior Court, Case No. 20STCV04977.

17 **P. Named Plaintiffs.** The term “Named Plaintiffs” as used herein means the named
18 plaintiffs TEELA KING, D’ANTANEC JACKSON, PATIANA BROWN, CASSANDRA
19 EDWARDS, KIERRA FAVORS, BRITTANY HANNON, CORTNEY TEARTT, JASMINE
20 WRIGHT, DARLENE MOORE, KEYLIAH ZIMMERMAN, and ENGELIC GIDDENS.

21 **Q. Net Settlement Amount.** The term “Net Settlement Amount” as used herein
22 means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,
23 Administrative Costs, enhancement to the Named Plaintiffs, and the State of California’s portion
24 of the penalties allocated pursuant to California’s Private Attorney General Act (“PAGA”)
25 (“PAGA Settlement”), as provided in Sections XII and XVI respectively.

26 **R. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall mean
27 payments made to the Settlement Class as part of the Settlement, including wages, penalties and
28

1 interest. The Class Members' share of taxes for the wage portions of the Settlement Payment
2 shall be taken from each Net Settlement Payment.

3 **S. Notice of Proposed Class Action Settlement.** "Notice of Proposed Class Action
4 Settlement" or "Notice" shall mean the notice to be provided to all Settlement Class Members
5 regarding the terms of this Settlement, substantially in the form attached hereto as **Exhibit A**.
6 The Notice shall constitute class notice pursuant to California Rule of Court 3.769(f) and, once
7 approved by the Court, shall be deemed compliant with California Rule of Court 3.766.

8 **T. PAGA Members.** "PAGA Members" shall mean all persons who danced and
9 performed related duties in the presence of patrons at the cocktail bars King Henry VIII and Starz
10 during the PAGA Period (May 3, 2017 to July 31, 2020).

11 **U. PAGA Period.** "PAGA Period" means the time from May 3, 2017 to July 31,
12 2020.

13 **V. Preliminary Approval Order.** The term "Preliminary Approval Order" shall
14 mean the order entered by the Court following the Preliminary Approval Hearing.

15 **W. Settlement.** The term "Settlement" as used herein means this Agreement to
16 resolve the Litigation.

17 **X. Settlement Administrator.** The term "Settlement Administrator" as used herein
18 means CPT Group, which will be responsible for the administration of the Settlement Payment,
19 as defined below, and all related matters.

20 **Y. Settlement Agreement.** The terms "Settlement Agreement" or "Agreement" are
21 used synonymously herein to mean this Stipulation of Settlement.

22 **Z. Settlement Amount.** The term "Settlement Amount" as used herein means the
23 sum of one million and ninety thousand dollars and zero cents (\$1,090,000.00), which shall be
24 paid by Defendants pursuant to a payment schedule as set forth herein, and from which all: Net
25 Settlement Payments, Court-approved attorneys' fees and Litigation costs, Administrative Costs,
26 enhancements to Named Plaintiffs, and State of California's portion of the PAGA Settlement
27 shall be paid, except as provided herein. The Settlement Amount shall be non-reversionary.
28

1 **AA. Settlement Class.** For settlement purposes only, the Parties agree to the
2 certification of a class pursuant to California *Code of Civil Procedure* § 382 defined as: All
3 persons who danced and performed related duties in the presence of patrons at the cocktail bars
4 King Henry VIII and Starz at any time within the Class Period.

5 **AB. Settlement Fund Account.** The term “Settlement Fund Account” means the
6 bank account established under this Stipulation from which all monies payable under this
7 Stipulation shall be paid, as set forth herein.

8 **II. BACKGROUND**

9 **A.** In the Litigation, the Named Plaintiffs allege, *inter alia*, on behalf of themselves
10 and all others similarly situated, that Defendants violated California state wage and hour laws
11 and the California *Business and Professions Code* section 17200 *et seq.*, and PAGA, as a result
12 of Defendants’ California wage and hour policies and practices. Specifically, Named Plaintiffs
13 allege that Defendants failed to pay all wages earned for all hours worked at the correct rates of
14 pay, including minimum wages, regular wages, overtime wages, and double-time wages; failed
15 to authorize and permit legally compliant rest periods; failed to provide legally compliant meal
16 periods; unlawfully collected tips; failed to provide accurate written wage statements; failed to
17 timely pay all final wages; and engaged in unfair and unlawful business practices. Named
18 Plaintiffs further allege that Defendants’ wage and hour practices establish liability for penalties
19 recoverable pursuant to California’s PAGA (California *Labor Code* section 2698, *et seq.*). In the
20 Second Amended Complaint, Named Plaintiffs add a cause of action for failure to pay all wages
21 and overtime compensation in violation of the Fair Labor Standards Act (“FLSA”).

22 **B.** Class Counsel conducted informal discovery and investigation that yielded
23 information and documentation concerning the claims set forth in the Litigation, such as
24 Defendants’ policies and procedures regarding the payment of wages, the procedure for dancers
25 to collect tips, the provision of meal and rest periods, issuance of wage statements, and the
26 payment (or alleged non-payment) of all wages at separation, as well as information regarding
27 the number of putative class members, workweeks, pay periods, and the wage rates in effect.
28

1 **C.** Named Plaintiffs and Class Counsel have engaged in good faith, arms-length
2 negotiations with Defendants concerning possible settlement of the claims asserted in the
3 Litigation. The Parties participated in two mediations with mediator Steve Pearl, Esq., on
4 February 26, 2019 and September 11, 2019. The Litigation was not resolved at the mediations,
5 however, the Parties continued to engage in settlement negotiations through Mr. Pearl in the
6 months following the September 11, 2019 mediation. On April 27, 2020, a tentative settlement
7 of the Litigation was reached by the Parties, subject to the approval of the Court, and finalization
8 of a formal Stipulation for Settlement. The Parties have since engaged in extensive negotiations
9 about the terms and conditions of the Settlement Agreement. The Parties have now entered into
10 a detailed, formalized Settlement Agreement for submission to the Court for approval.

11 **D.** Class Counsel has conducted an investigation of the law and facts relating to the
12 claims asserted in the Litigation and has concluded, taking into account the sharply contested
13 issues involved, the expense and time necessary to pursue the Litigation through trial and any
14 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
15 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
16 the Named Plaintiffs and the members of the Settlement Class pursuant to this Stipulation for
17 Settlement, that a settlement with Defendants on the terms and conditions set forth herein is fair,
18 reasonable, adequate, and in the best interests of the Settlement Class. Named Plaintiffs, on their
19 own behalf and on behalf of the Settlement Class, have agreed to settle the Litigation on the terms
20 set forth herein.

21 **E.** Defendants have concluded that, because of the substantial expense of defending
22 against the Litigation, the length of time necessary to resolve the issues presented herein, the
23 inconvenience involved, and the concomitant disruption to business operations, it is in their best
24 interests to accept the terms of this Agreement. Defendants deny each of the allegations and
25 claims asserted against them in the Litigation. Defendants nevertheless desire to settle the
26 Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
27 and for the purpose of putting to rest the controversies engendered by the Litigation.
28

1 **F.** The Parties agree that for settlement purposes only the Second Amended
2 Complaint in the *Teela King* case was filed on April 16, 2021. The Second Amended Complaint
3 was amended by stipulation to add as named plaintiffs PATIANA BROWN, CASSANDRA
4 EDWARDS, KIERRA FAVORS, BRITTANY HANNON, D'ANTANEC JACKSON,
5 CORTNEY TEARTT, JASMINE WRIGHT, DARLENE MOORE, KEYLIAH ZIMMERMAN
6 and ENGELIC GIDDENS, and as named defendant ESTATE OF RENATA HEINDL, and
7 additional allegations supporting named Plaintiffs' claims.

8 **G.** This Agreement is intended to and does effectuate the full, final, and complete
9 resolution of all allegations and claims that were asserted, or could have been asserted, in the
10 Litigation by Named Plaintiffs and members of the Settlement Class as set forth in Section II.A,
11 including the factual allegations and claims asserted by Named Plaintiffs in the Second Amended
12 Complaint.

13 **III. JURISDICTION**

14 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
15 Litigation includes claims that, while Defendants deny them in their entirety, would, if proven,
16 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
17 Final Approval of the Settlement, pursuant to *Code of Civil Procedure* Section 664.6 the Court
18 shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and
19 enforcing this Settlement consistent with the terms set forth herein.

20 **IV. STIPULATION OF CLASS CERTIFICATION**

21 The Parties stipulate to the certification of the Settlement Class for purposes of Settlement
22 only. This Stipulation is contingent upon the Preliminary and Final approval and certification of
23 the Settlement Class only for purposes of settlement. Should the Settlement not become final,
24 for whatever reason, the fact that the Parties were willing to stipulate provisionally to class
25 certification as part of the Settlement shall have no bearing on, and shall not be admissible in
26 connection with, the issue of whether a class should be certified in a non-settlement context in
27 the Litigation. Defendants expressly reserve the right to oppose class certification and / or to
28

1 proactively move to deny class certification should this Settlement be modified or reversed on
2 appeal or otherwise not become final.

3 **V. MOTION FOR PRELIMINARY APPROVAL**

4 Named Plaintiffs will bring a motion before the Court for an order preliminarily
5 approving the Settlement including the Notice of Proposed Class Action Settlement, which is
6 attached as **Exhibit “A,”** and including conditional certification of the Settlement Class for
7 settlement purposes only, and will request that the Court enter the Preliminary Approval Order.
8 The date that the Court grants Preliminary Approval of this Agreement will be the “Preliminary
9 Approval Date.” Class Counsel will prepare the Motion for Preliminary Approval.

10 **VI. STATEMENT OF NO ADMISSION**

11 **A.** Defendants expressly deny liability to Named Plaintiffs and to the Settlement
12 Class upon any claim or cause of action. This Agreement does not constitute, and is not intended
13 to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the
14 allegations or claims made against them in the Litigation.

15 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor
16 any statements, discussions or communications, nor any materials prepared, exchanged, issued
17 or used during the course of the negotiations leading to this Agreement or the Settlement, is
18 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
19 used or be admissible in any way in this case or any other judicial, arbitral, administrative,
20 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
21 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
22 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
23 or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other
24 forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
25 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
26 equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in
27 any proceeding before the Court that has as its purpose the interpretation, implementation, or
28

1 enforcement of this Agreement or any orders or judgments of the Court entered in connection
2 with the Settlement.

3 **C.** None of the documents produced or created by Named Plaintiffs or the Settlement
4 Class in connection with the claims procedures or claims resolution procedures constitute, and
5 they are not intended to constitute, an admission by Defendants of any violation of any federal,
6 state, or local law, statute, ordinance, regulation, rule or executive order, any California Wage
7 Order, or any obligation or duty at law or in equity.

8 **D.** The Parties agree that class certification pursuant to California *Code of Civil*
9 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only.
10 Nothing in this Agreement will be construed as an admission or acknowledgement of any kind
11 that any class should be certified or given collective treatment in the Litigation or in any other
12 action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this
13 Agreement will be admissible in any court or other tribunal regarding the propriety of class
14 certification or collective treatment. In the event that this Agreement is not approved by the
15 Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiffs
16 will not be deemed to have waived, limited or affected in any way any claims, rights or remedies
17 in the Litigation, and Defendants will not be deemed to have waived, limited, or affected in any
18 way any of their objections or defenses in the Litigation.

19 **VII. WAIVER, RELEASE, DISMISSAL, AND CONFIDENTIALITY**

20 **A. Release as to All Settlement Class Members.**

21 Upon Defendants' payment of the full Settlement Amount, as outlined in section XII.E
22 below, Named Plaintiffs and all members of the Settlement Class, except those that make a valid
23 and timely request to be excluded from the Settlement Class and Settlement, waive, release,
24 discharge, and promise never to assert in any forum the following claims against Defendants,
25 their past and present officers, directors, shareholders, unit holders, managers, employees, agents,
26 principals, heirs, representatives, accountants, auditors, consultants, their respective successors
27 and predecessors in interest, parents, subsidiaries, attorneys, assigns, insurers, re-insurers and
28 affiliates, including, but not limited to any of their past and present officers, directors,

1 shareholders, unit holders, managers, employees, agents, principals, heirs, representatives,
2 accountants, auditors, consultants, their respective successors and predecessors in interest,
3 parents, subsidiaries, attorneys, assigns, insurers, re-insurers and affiliates, from all claims,
4 demands, rights, liabilities and causes of action that were pled in any of the Complaints in the
5 Litigation, or which could have been pled in any of the Complaints in the Litigation based on the
6 factual allegations therein, that arose during the Class Period defined as “the period from May
7 17, 2014 to July 31, 2020” with respect to the following claims: (1) failure to pay all wages
8 earned for all hours worked at the correct rates of pay, including, but not limited to failure to pay
9 minimum wage and failure to pay overtime (including without limitation *Labor Code* sections
10 226.2, 510, 1194, 1197 and 1198); (2) failure to provide meal and paid rest periods (including
11 without limitation *Labor Code* sections 226.7, 512, and 1198); (3) unlawful tip collection,
12 including, but not limited to forced tipping to other workers, subsidization of ownership by
13 surrendering earned tips, and illegal kickbacks of earned tips to managers (including without
14 limitation *Labor Code* sections 351 and 353); (4) failure to provide accurate written wage
15 statements (including without limitation *Labor Code* sections 226 and 226.2); (5) failure to
16 timely pay all final wages (including without limitation *Labor Code* sections 201-203); (6) all
17 claims for unfair business practices that could have been premised on the facts, claims, causes of
18 action or legal theories described above (including without limitation *Business & Professions*
19 *Code* section 17200, *et seq.*); (7) a claim under California Labor Code Private Attorneys General
20 Act of 2004, *Labor Code* section 2698, *et seq.* (hereinafter “PAGA”) during the PAGA Period
21 defined as “the time from May 3, 2017 to July 31, 2021; (8) failure to pay all wages and overtime
22 compensation in violation of the Fair Labor Standards Act (“FLSA”); and (9) any other claims
23 or penalties under the wage and hour laws pleaded in any of the Complaints in the Litigation or
24 that could have been pleaded in any of the Complaints in the Litigation against Defendants, and
25 each of them, based on the facts alleged in the operative complaint pursuant to the Labor Code,
26 Business & Professions Code section 17200 *et seq.*, Code of Civil Procedure section 1021.5, the
27 FLSA, applicable sections of the California Industrial Wage Orders, and applicable sections of
28 the California Code of Regulations, all claimed or unclaimed compensatory, consequential,

1 incidental, liquidated, punitive and exemplary damages, penalties, restitution, interest, costs and
2 attorneys' fees, injunctive or equitable relief, and any other remedies available at law or equity,
3 and other amounts recoverable under said causes of action under California and federal law, to
4 the extent permissible. Only Settlement Class members who timely cash their first individual
5 Net Settlement Payment check will be deemed to have "opted in" to the release of the claims
6 arising under the FLSA, 29 U.S.C. § 216(b). Members of the Settlement Class shall not be
7 eligible to opt out of the PAGA Settlement.

8 **B. Publicity.**

9 Named Plaintiffs, Class Counsel and Counsel for Defendants agree that they have not and
10 will not discuss, disclose, or communicate the Settlement, other than pursuant to the terms of
11 Section VII.C., below, of this Agreement. Named Plaintiffs, Class Counsel and Counsel for
12 Defendants also agree that they have not and will not publish the Settlement unless ordered to do
13 so by the Court. Named Plaintiffs, in response to inquiries, will state that that "the Litigation
14 was resolved." Class Counsel and Counsel for Defendants shall not report the Settlement in any
15 medium or in any publication, shall not post or report anything regarding the Litigation or the
16 Settlement on their websites, and shall not contact the press, reporters or general media regarding
17 the Settlement. As used herein, "press, reporters, or general media" shall refer to and include
18 newspapers, periodicals, magazines, online publications, and television and radio stations and
19 programs, and any representative of the foregoing. Upon receipt of an inquiry from the press,
20 reporters, or general media, Class Counsel and Counsel for Defendants shall respond "we have
21 no comment." However, Named Plaintiffs' attorneys are authorized to make a limited disclosure
22 to the Court for the purposes of obtaining the approval of the settlement. This disclosure is
23 limited to court filings and neither Named Plaintiffs nor their counsel or representatives are
24 permitted to disseminate or publish, distribute or discuss the information provided to the Court
25 in those filings outside the filings themselves and any hearing held on those filings, unless
26 ordered otherwise by the Court. Nothing herein shall prevent Class Counsel from communicating
27 with Named Plaintiffs and members of the Settlement Class or the Settlement Administrator
28 regarding the terms of this Stipulation and/or the Settlement.

1 **VIII. SETTLEMENT ADMINISTRATOR**

2 Named Plaintiffs and Defendants, through their respective counsel, have selected CPT
3 Group as the Settlement Administrator to administer the Settlement, which includes but is not
4 limited to distributing the Notice of Proposed Class Action Settlement (including obtaining
5 updated class member addresses, performing a National Change of Address search, and/or skip-
6 tracing), establishing a toll-free number to respond to inquiries regarding the Settlement,
7 determining the validity of the opt-outs, keeping track of opt-outs and objections, and calculating
8 all amounts to be paid from the Settlement, including the amount of all payroll tax deductions to
9 be withheld or backup withholdings, deducting appropriate tax withholdings and paying them to
10 the appropriate government entity, mailing checks for individual settlement payments for
11 attorneys' fees and litigation costs, enhancement to the Named Plaintiffs, and penalties under
12 PAGA, providing Class Counsel and Counsel for Defendants with weekly updates on the status
13 of Settlement administration (including numbers and percentages of mailed Notices, returned
14 Notices, re-mailed Notices, undeliverable Notices, opt-outs, and objections), providing
15 declarations and/or reports as required for court filings, and for any other tasks that the Parties
16 may mutually agree or the Court orders the Settlement Administrator to perform. Charges and
17 expenses of the Settlement Administrator are estimated to be Twenty Two Thousand Dollars and
18 Zero Cents (\$22,000.00) and will be paid from the Settlement Amount. Any charges and
19 expenses of the Settlement Administrator greater than the estimated \$22,000.00 will be paid from
20 the Settlement Amount. If the actual Settlement Administrator fees are less than the Parties'
21 estimation, the difference between the actual and estimated Settlement Administrator fees will
22 flow through to the Net Settlement Amount.

23 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

24 **A. Notice.**

25 Named Plaintiffs and Defendants, through their respective attorneys, have jointly
26 prepared a Notice of Class Action and Proposed Settlement (the "Notice") that will be provided
27 to the members of the Settlement Class through the following procedure:
28

1 As soon as practicable following Preliminary Approval of the Settlement, but no later
2 than thirty (30) days after the Court's Preliminary Approval order, Defendants will provide to
3 the Settlement Administrator the following information about each Settlement Class member:
4 (1) name; (2) last known address; (3) number of workweeks during the Class Period based on
5 dates worked; and (4) social security number (collectively the "Class List"). The parties have
6 agreed that those members of the Settlement Class for whom Defendants do not have a last known
7 address or social security number will be excluded from the Class List and will not be bound by
8 the release of claims herein.

9 1. Notice by First Class U.S. Mail.

10 The Settlement Administrator shall run all the addresses provided through the United
11 States Postal Service NCOA database (which provides updated addresses for any individual who
12 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding
13 address) to obtain current address information. The Settlement Administrator shall mail the
14 Notice to the members of the Settlement Class via first-class regular U.S. Mail using the most
15 current mailing address information available within fourteen (14) calendar days after the receipt
16 of the Class List from Defendants.

17 The Notice shall provide the members of the Settlement Class with a forty-five (45) day
18 notice of all applicable dates and deadlines. The Notice will also include information regarding
19 the nature of the Litigation; a summary of the terms of the Settlement; the definition of the
20 Settlement Class member; a statement that the Court has preliminarily approved the Settlement;
21 the procedure and time period for objecting to the Settlement; the date and location of the Final
22 Approval hearing; information regarding the opt-out procedure; Defendants' calculation of the
23 number of workweeks during the Class Period; and the estimated individual settlement payment
24 the Class member will receive if they do not validly opt-out of the Settlement.

25 If a Notice is returned from the initial notice mailing, the Settlement Administrator will
26 submit the applicable and available information, including name, social security number, and
27 original mailing address, to a company that specializes in address skip tracing in an attempt to
28 locate a more current address. If the Settlement Administrator is successful in locating a new

1 address, it will re-mail the Notice to the Settlement Class member. Further, any Notices returned
2 with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline
3 date, shall be sent to the forwarding address affixed thereto. If the Settlement Administrator is
4 unsuccessful in locating a new address, it will re-mail the Notice to the original address it had for
5 the Settlement Class member. The Parties agree that the notice procedures provided for herein
6 provide the best notice practicable to Class Members and fully comply with due process.

7 No later than fifteen (15) days prior to the Final Approval Hearing, the Settlement
8 Administrator shall provide Counsel for Defendant and Class Counsel with a declaration attesting
9 to the completion of the Notice process, including the number of attempts to obtain valid mailing
10 addresses for and re-sending of any returned Notices, as well as the number of valid opt-outs and
11 deficiencies which the Settlement Administrator received.

12 **B. Objections.**

13 In order for any Settlement Class member to object to this Settlement, or any term of it,
14 the person making the objection must not submit a request for exclusion (i.e., must not opt out)
15 and must, by no later than forty-five (45) days after the Notice of Proposed Class Action
16 Settlement was initially mailed to the Settlement Class members, mail to the Settlement
17 Administrator a written statement of the grounds of objection, signed by the objecting Settlement
18 Class member or his or her attorney, along with all supporting papers. All such objections and
19 written notices of intention to appear must be signed and must contain the Settlement Class
20 member's name and address and the address of counsel, if any. The objection should clearly
21 explain why the Settlement Class member objects to the Settlement and state whether the
22 Settlement Class member (or someone on his or her behalf) intends to appear at the Final
23 Approval Hearing. The Settlement Administrator shall immediately upon receipt transmit to the
24 Parties' counsel copies of all objections and supporting papers. The Parties then shall file the
25 objections and all supporting papers with the Court on the next business day after receipt. The
26 date of the objection's postmark shall be conclusive as to whether the objection was timely
27 submitted. A Settlement Class member may appear personally or through an attorney, at his or
28 her own expense, at the Final Approval hearing to present his or her objection directly to the

1 Court. Pursuant to the October 9, 2020 Administrative Order of the Presiding Judge Re COVID-
2 19 Pandemic, 2020-GEN-023-00, “[p]arties and counsel are strongly urged to avoid in-person
3 appearances and make use 20 of technology to appear remotely whenever possible.” Any party
4 or counsel wishing to schedule a remote appearance at the Final Approval hearing may do so
5 through the Court’s LACourtConnect website at <https://my.lacourt.org/laccwelcome> as part of
6 the Court’s Here for You | Safe For You Initiative. Any attorney who will represent an individual
7 objecting to this Settlement must file a notice of appearance with the Court and serve Class
8 Counsel and Defense Counsel no later than forty-five (45) days after the Notice of Proposed
9 Class Action Settlement was initially mailed to the Settlement Class members. If a Settlement
10 Class member objects to this Settlement, the Settlement Class member will remain a member of
11 the Settlement Class and if the Court approves this Agreement, the Settlement Class member will
12 be bound by the terms of the Settlement and Final Approval in the same way and to the same
13 extent as a Settlement Class member who does not object. The date of mailing of the Notice of
14 Proposed Class Action Settlement to the objecting Settlement Class member shall be
15 conclusively determined according to the records of the Settlement Administrator. In the
16 discretion of the Court, any Class Member, or person purporting to object on behalf of any Class
17 Member, may be received or considered by the Court at the final approval hearing, regardless of
18 whether a written notice of objection is filed, as set forth above. The Court retains final authority
19 with respect to the consideration and admissibility of any Settlement Class member objections.
20 Provided that the Settlement Administrator mailed the Notice to a member of the Settlement
21 Class as set forth in Paragraph IX.A., this deadline to mail an objection shall apply
22 notwithstanding assertion by any member of the Settlement Class of non-receipt of the Notice.

23 **C. Opportunity to be Excluded.**

24 In order for any Settlement Class member to validly exclude himself or herself from the
25 settlement and this Settlement (i.e., to validly opt out), a written request for exclusion (“Request
26 to be Excluded”) must be signed by the Settlement Class member or his or her authorized
27 representative and must be sent to the Settlement Administrator, postmarked by no later than
28 forty-five (45) days after the date the Settlement Administrator initially mails the Notice of

1 Proposed Class Action Settlement to the Settlement Class members. The Notice of Proposed
2 Class Action Settlement shall contain instructions on how to opt out. Specifically, the Notice of
3 Proposed Class Action Settlement shall specify that the Settlement Class member's Request to
4 be Excluded must include the Class Member's name and address, be signed by the Settlement
5 Class Member, and state words to the effect of the following: "I hereby request to be excluded
6 from the Class Action Settlement in *Teela King v. Samantha Sanson*."

7 The date of the initial mailing of the Notice, and the date the signed request to be excluded
8 was postmarked, shall be conclusively determined according to the records of the Settlement
9 Administrator. Any Settlement Class member who timely and validly submits a request to be
10 excluded from the Settlement Class and this Settlement will not be entitled to any individual
11 settlement payment, will not be bound by the terms and conditions of this Settlement, and will
12 not have any right to object, appeal, or comment thereon. Any member of the Settlement Class
13 who does not timely file and mail a request to be excluded from the Settlement Class will be
14 deemed included in the Settlement Class in accordance with this Settlement. Named Plaintiffs
15 waive any right to be excluded from the Settlement Class.

16 Settlement Class members who have not filed a valid opt out are and shall be deemed
17 members of the Settlement Class and bound by all terms of the Judgment. The FLSA claims of
18 the members of the Settlement Class, however, are only released should an individual member
19 of the Settlement Class sign his or her first individual Net Settlement Payment check, assenting
20 to opt in to the FLSA class.

21 Settlement Class members shall not be eligible to opt out of the PAGA Settlement and
22 will receive their portion of the Net Settlement Payment for the PAGA Settlement even if they
23 choose to opt out of the Settlement Class.

24 **D. Non-Cooperation.**

25 The Parties and their counsel agree not to encourage members of the Settlement Class to
26 opt out of this settlement, or to object to the Settlement, directly or indirectly, through any means.
27 If a Settlement Class member contacts Class Counsel, Class Counsel may objectively discuss the
28 terms of the Settlement and the Settlement Class member's options.

1 **X. CLAIMS PROCEDURE**

2 Settlement Class members shall not be required to submit a claim form to participate in
3 the Settlement. Named Plaintiffs and Defendants have agreed upon the following procedure to
4 resolve all claims during the Class Period.

5 In the Notice of Proposed Class Action Settlement, each member of the Settlement Class
6 will receive a calculation of the total number of workweeks as a Settlement Class member in
7 California during the Class Period (hereinafter “Eligible Workweeks”), as well as the Settlement
8 Class Member’s estimated Net Settlement Payment. Periods of non-membership in the Class
9 (i.e., in an exempt position or outside California or outside the Class Period) are excluded from
10 the Eligible Workweeks calculation.

11 If the member of the Settlement Class disputes the number of Eligible Workweeks set
12 forth in the Notice, such person must follow the directions in the Notice, including preparing a
13 statement setting forth the number of Eligible Workweeks that such person believes in good faith
14 is correct and stating that the member of the Settlement Class authorizes the Settlement
15 Administrator to review the Settlement Class member’s records to determine such information
16 and attaching any relevant documentation in support thereof. The member of the Settlement
17 Class must mail the signed and completed statement no later than forty-five (45) days after the
18 date of the mailing of the Notice, or the number of Eligible Workweeks set forth in the Notice
19 will govern the Net Settlement Payments to the members of the Settlement Class.

20 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation
21 with Class Counsel and Counsel for Defendants, will review the pertinent payroll records
22 showing the dates the Settlement Class member was employed and the pertinent leave(s) taken,
23 which records Defendants agree to make available to the Settlement Administrator.

24 After consulting with Class Counsel and Counsel for Defendants, the Settlement
25 Administrator shall compute the number of Eligible Workweeks to be used in computing the
26 Settlement Class member’s pro rata share of the Net Settlement Amount. In the event there is a
27 discrepancy between the dates a Settlement Class member claims he or she worked during the
28 Class Period and the dates indicated by Defendants’ records, Defendants’ records will control

1 unless inconsistent with paycheck stub(s) (or bona fide copies thereof) provided by the
2 Settlement Class member, in which case the paycheck stub(s) will control. The Settlement
3 Administrator's decision as to the total number of Eligible Workweeks shall be final and non-
4 appealable. The Settlement Administrator shall send written notice of the decision on any such
5 claim to the Settlement Class member, to Class Counsel, and Counsel for Defendants within ten
6 (10) calendar days of receipt of the dispute.

7 **XI. FINAL APPROVAL HEARING AND ENTRY OF FINAL APPROVAL ORDER**
8 **AND FINAL JUDGMENT**

9 Upon expiration of the Objection/Exclusion Deadlines, on the date set forth in the
10 Preliminary Approval Order, a Final Approval Hearing shall be conducted in order to: (1) review
11 this Settlement and determine whether the Court should give it final approval; (2) consider any
12 objections timely submitted before the Objection Deadline; and (3) consider Class Counsel's
13 request for attorney's fees and costs, the Class Representatives' Enhancement Award, and the
14 requested Administrative Costs.

15 At the Final Approval Hearing, Named Plaintiffs, through Class Counsel, shall ask the
16 Court to grant final approval to this Settlement and shall submit a Final Approval Order and a
17 Final Judgment, to the Court for its approval. The Parties shall take all reasonable efforts to
18 secure entry of the Final Approval Order and Final Judgment.

19 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

20 **A. Settlement Amount.**

21 To settle the claims arising out of the facts, circumstances, and primary rights in the
22 Litigation, Defendants will pay the aggregate Settlement Amount. The Employer Taxes for
23 Defendants' share of taxes for the wage portions of the Settlement Payment shall be paid by
24 Defendants separately and in addition to Defendants' installment payments of the Settlement
25 Amount. Defendants will not be required to contribute additional sums to fund the settlement or
26 otherwise resolve this Litigation.

27 All Class Members will be eligible to participate in the settlement.
28

1 **B. Establishment of Settlement Fund Account.**

2 The Settlement Administrator will establish the Settlement Fund Account in a non-
3 interest bearing transaction account at a FDIC-insured institution designated by Defendant with
4 at least one branch in California.

5 **C. Allocation of Settlement Proceeds.**

6 The Settlement Amount is inclusive of and will be allocated as follows:

- 7 1. The Fee Award, which is the amount the Court awards to Class Counsel for their
8 attorney fees, in an amount approximately 33 1/3% (\$363,330.00) of the
9 Settlement Amount;
- 10 2. The Cost Award, which is the amount the Court awards to Class Counsel for their
11 reasonable costs, in an amount not exceeding \$25,000.00;
- 12 3. The Incentive Awards, which comprises the amount the Court awards to the
13 Named Plaintiffs as class representatives, in the total amount of \$29,000, broken
14 down as follows:
 - 15 a. \$15,000 to Named Plaintiff Teela King;
 - 16 b. \$5,000 to Named Plaintiff D'Antanec Jackson;
 - 17 c. \$1,000 each to Named Plaintiffs Patiana Brown, Cassandra
18 Edwards, Kierra Favors, Brittany Hannon, Cortney Teartt, Jasmine Wright,
19 Darlene Moore, Keyliah Zimmerman, and Engelic Giddens.
- 20 4. The Settlement Administrator's Fees, as approved by the Court, in an amount
21 estimated to equal approximately \$22,000.00;
- 22 5. PAGA penalties in an amount not to exceed \$20,000.00 (75% of which will go to
23 the LWDA and 25% to Class Members);
- 24 6. The Net Settlement Amount, which is the total money available for payout to
25 Class Members, after deducting the above amounts;
- 26 7. The payments to Class Members will be treated as 1/3 wages, 1/3 interest, and 1/3
27 penalties;
- 28 8. If the Court approves a lesser amount of any of the above-referenced costs set

1 forth in paragraphs C.1. to C.5., the Net Settlement Amount will increase
2 proportionately.

3 **D. Escalator Clause.**

4 Defendants represent that as of March 15, 2020, there are 13,835 total Workweeks during
5 the Class Period and approximately 616 individuals are part of the Settlement Class. Upon receipt
6 of the Class List from Defendants, the Settlement Administrator will advise Class Counsel of
7 Defendants' report of the total number of Eligible Workweeks and Settlement Class Members.
8 If either the total number of Eligible Workweeks is 15,219 or more or the total number of
9 Settlement Class is 678 or more, the Settlement Amount will increase proportionately by the
10 increase in Eligible Workweeks over 15,219 or Settlement Class Members over 678 at Plaintiffs'
11 option. Thus, a 12 percent increase in the total number of Eligible Workweeks or the Settlement
12 Class will result in a 2 percent increase in the Settlement Amount.

13 **E. Three Year Payment Schedule for Funding of Settlement.**

14 The Settlement Amount provided in this Stipulation for Settlement will be paid in
15 installments pursuant to a three-year payment schedule due to Defendant Samantha Sanson
16 Consulting, Inc.'s Bankruptcy Case and the complete inability for Defendant Samantha Sanson
17 Consulting, Inc. to work because of the State of California Governor's executive orders since
18 March 2020 shutting down businesses for whom Defendant Samantha Sanson Consulting, Inc.
19 consults. Accordingly, Defendants have requested the following three-year payment schedule to
20 fund the settlement:

21 1. Within thirty (30) calendar days after the date of entry of the Preliminary
22 Approval Order, Defendants will submit as a good faith deposit a payment of three
23 hundred and fifty thousand dollars and zero cents (\$350,000.00) to the Settlement
24 Administrator. If 30 calendar days after the date of entry of the Preliminary Approval
25 Order falls on a weekend or holiday, Defendants will submit the payment by the next
26 business day;

27 2. Starting on November 30, 2021 and continuing at the end of each month
28 for the following 35 months until October 31, 2024, Defendants will submit a payment

1 of ten thousand dollars and zero cents (\$10,000.00) per month for a total of three hundred
2 and sixty thousand dollars and zero cents (\$360,000.00). If any of the 36 monthly
3 payment dates falls on a weekend or holiday, Defendants will submit the payment by the
4 next business day;

5 3. On December 2, 2024, Defendants will submit a final payment of three
6 hundred and eighty thousand dollars and zero cents (\$380,000.00).

7 **F. Distribution of Settlement Proceeds.**

8 The Settlement Administrator will keep Defendants' counsel and Class Counsel apprised
9 of all distributions from the Settlement Fund Account. No person will have any claim against
10 Defendants, Defendants' counsel, Plaintiffs, Class Counsel, or the Settlement Administrator
11 based on distributions and payments made under this Stipulation. Distribution of the Settlement
12 Amount will be as follows:

13 1. First Installment Payment. Within forty-five (45) calendar days following
14 the date on which the settlement becomes Final, the Settlement Administrator shall
15 distribute the initial deposit payment of \$350,000.00, on a pro rata basis, to the
16 appropriate persons, as approved by the Court to cover the following: the PAGA
17 Payment, the Settlement Administrator's Fees, and the Net Settlement Payments. Twenty
18 (20) days after the Settlement Administrator's distribution of these Net Settlement
19 Payments, the Settlement Administrator shall distribute, on a pro rata basis, the Cost
20 Award, the Fee Award, and the Incentive Awards as specified in paragraph C.3. The
21 Employer Taxes will be paid separately by Defendants in addition to the First Installment
22 Payment. The checks for the first installment payment will contain a release on the back
23 that states: "My signature hereon constitutes my declaration, under penalty of perjury,
24 that I am the individual to whom this check was made payable and serves as my full and
25 complete release of all released claims as described more fully in the Stipulation of Class
26 Action and PAGA Settlement and the Class Notice. I further understand that by cashing
27 this check I am electing to opt into a FLSA action and to release any and all claims I may
28 have under the FLSA related to the claims that were made or arise out of the facts asserted

1 in this action.”

2 2. Second Installment Payment. On May 31, 2023, the Settlement
3 Administrator will distribute the accrued \$180,000.00, on a pro rata basis, as a second
4 installment to cover the following: the PAGA Payment, the Settlement Administrator’s
5 Fees and the Net Settlement Payments. Twenty days following the Settlement
6 Administrator’s distribution of these Net Settlement Payments, the Settlement
7 Administrator shall distribute, on a pro rata basis, the Cost Award, the Fee Award, and
8 the Incentive Awards as specified in paragraph C.3. The Employer Taxes will be paid
9 separately by Defendants in addition to the Second Installment Payment.

10 3. Third Installment Payment. On January 16, 2025, the Settlement
11 Administrator will distribute the accrued \$560,000.00, on a pro rata basis, as a third and
12 final installment to cover the PAGA Payment, the Settlement Administrator’s Fees, and
13 the Net Settlement Payments. Twenty days following the Settlement Administrator’s
14 distribution of these Net Settlement Payments, the Settlement Administrator shall
15 distribute, on a pro rata basis, the Cost Award, the Fee Award, and the Incentive Awards
16 as specified in paragraph C.3. The Employer Taxes will be paid separately by Defendants
17 in addition to the Third Installment Payment.

18 All Settlement checks shall remain negotiable for one hundred and eighty (180) days from
19 the date of mailing. If settlement check remains uncashed after one 180 days from issuance, the
20 Settlement Administrator shall transfer the value of the uncashed checks, plus any interest that
21 has accrued thereon, to the State Controller’s Office – Unclaimed Property Fund, under the
22 unclaimed property laws in the name of the Settlement Class member. The Settlement
23 Administrator shall void any tax documents issued to Settlement Class members who did not
24 cash their checks within 180 days of issuance. In such event, such Settlement Class member
25 shall nevertheless remain bound by the Settlement. Prior to the Final Approval hearing, the
26 Parties shall provide the Court the total amount that will be payable to the Settlement Class
27 member. The Parties also shall request that the Court set a date for the Parties to report to the
28 Court the total amount that was actually paid to Settlement Class member.

1 **G. Individual Settlement Payment Calculations and Payouts.**

2 The Settlement Administrator will calculate the individual settlement payments from the
3 Net Settlement Amount to Class Members who do not submit Opt-Out Requests. For each Class
4 Member, the Settlement Administrator shall determine the number or portion of workweeks
5 worked during the Class Period. Partial weeks will be rounded up to the nearest full week. The
6 sum of the workweeks worked by all Class Members shall be the “Total Workweeks.”

7 The pro-rata share of the Payout Amount to Class Members will be calculated as follows:

8 1. The Net Settlement Amount shall be divided by the number of Total
9 Workweeks; the resulting figure is the “Workweek Dollar Value.”

10 2. For each Class Member, the Class Administrator shall multiply the
11 number of workweeks the Class Member worked during the Class Period by the
12 Workweek Dollar Value. The resulting figure shall be the “Gross Allocated Amount” for
13 each such Class Member.

14 3. The Gross Allocated Amount will be indicated on the Notice sent to the
15 individual Class Member.

16 The Class Members’ individual settlement payments will be apportioned as follows: 1/3 as
17 wages, 1/3 for interest, and 1/3 for penalties. The amounts paid as wages shall be subject to all
18 tax withholdings customarily made from employee’s wages and all other authorized and required
19 withholdings and shall be reported by W-2 forms. The Settlement Administrator will issue the
20 appropriate federal and state tax forms.

21 The Settlement Payments to participating Class Members will be made in three payment
22 installments defined as First Installment Payment, Second Installment Payment and Third
23 Installment Payment as indicated in paragraph XII.F. herein.

24 **XIII. ATTORNEYS’ FEES AND LITIGATION COSTS**

25 **A. Class Counsel Attorneys’ Fees and Litigation Costs.**

26 Defendants shall not oppose an application by Class Counsel for, and Class Counsel shall
27 not seek or receive an amount in excess of \$363,330.00, which represents 33¹/₃% of the
28 Settlement Amount for all past and future attorneys’ fees necessary to prosecute, settle and

1 administer the Litigation and this Settlement. Settlement Administrator may purchase an annuity
2 to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel.
3 Additionally, Defendants shall not oppose an application by Class Counsel for, and Class
4 Counsel shall not seek or receive an amount in excess of twenty-five thousand dollars
5 (\$25,000.00), which represents all past and future Litigation costs and expenses necessary to
6 prosecute, settle and administer the Litigation and this Settlement. Any attorneys' fees or
7 Litigation costs awarded to Class Counsel by the Court shall be deducted from the Settlement
8 Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these
9 amounts include, without limitation, all time and expenses expended by Class Counsel in
10 defending the Settlement and securing Final Approval (including any appeals therein).

11 There will be no additional charge of any kind to either the members of the Settlement
12 Class or request for additional consideration from Defendants for such work. This amount shall
13 include all attorneys' fees, Litigation costs and expenses for which Named Plaintiffs and Class
14 Counsel could claim under any legal theory whatsoever. The Settlement Administrator shall
15 disburse payment from the Settlement Amount for the amount of attorneys' fees and Litigation
16 costs approved by the Court to Class Counsel in accordance with paragraph XII.F. of this
17 Agreement. Should the Court approve a lesser percentage or amount of fees and/or Litigation
18 costs than the amount that Class Counsel ultimately seeks, then the unapproved portion or
19 portions shall flow to the Net Settlement Amount.

20 **XIV. ENHANCEMENT TO NAMED PLAINTIFFS**

21 Defendants shall not oppose an application by Named Plaintiffs, and Named Plaintiffs
22 shall not seek or receive an amount in excess of a total sum of \$29,000 for participation in and
23 assistance with the Litigation in the following amounts:

- 24 - \$15,000 to Named Plaintiff Teela King;
- 25 - \$5,000 to Named Plaintiff D'Antanec Jackson;
- 26 - \$1,000 each to Named Plaintiffs Patiana Brown, Cassandra Edwards, Kierra Favors,
27 Brittany Hannon, Cortney Teartt, Jasmine Wright, Darlene Moore, Keyliah
28 Zimmerman, and Engelic Giddens.

Any enhancement or incentive awarded to Named Plaintiffs by the Court shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves an enhancement of less than the amounts specified herein to the Named Plaintiffs, any unapproved portion or portions shall flow to the Net Settlement Amount.

XV. TAXATION AND ALLOCATION

The amount paid to each participating Settlement Class member shall be net of the participating Settlement Class member's share of all federal, state and local taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. The Employer Taxes for Defendants' share of taxes for the wage portions of the Settlement Payment shall be paid by Defendants separately and in addition to Defendants' installment payments of the Settlement Amount. The Parties agree that all employment taxes and other legally required withholdings will be withheld from payments to the members of the Settlement Class and Named Plaintiffs based on the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented.

Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations. For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"): (1) 33¹/₃% as wages; (2) 33¹/₃% as penalties; and (3) 33¹/₃% as interest.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS STIPULATION OF SETTLEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS STIPULATION

OF SETTLEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS STIPULATION OF SETTLEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL 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); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION OF SETTLEMENT, (B) HAS NOT ENTERED INTO THIS STIPULATION OF SETTLEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS STIPULATION OF SETTLEMENT.

XVI. PRIVATE ATTORNEY GENERAL ACT ALLOCATION

In order to implement the terms of this Settlement and to settle claims alleged under the Private Attorneys’ General Act (“PAGA”), California *Labor Code* section 2698 *et seq.*, the Parties agree to allocate twenty thousand dollars and zero cents (\$20,000.00) of the Settlement Amount as the PAGA Settlement from which \$15,000.00 will be paid to the California Labor Workforce Development Agency (“LWDA”) and \$5,000.00 to PAGA Members. The \$5,000 PAGA payment will be distributed pro rata to all PAGA Members. The portion of the PAGA payment to PAGA Members shall be treated entirely as penalties. PAGA Members will not have the opportunity to opt out or object to the PAGA payment and release of PAGA claims although the PAGA Settlement will be subject to Court approval. The Settlement Administrator shall disburse the \$15,000.00 to the LWDA in accordance with paragraph XII.F. herein.

1 **XVII. COURT APPROVAL**

2 This Agreement and the Settlement is contingent upon the entry of an Order of Final
3 Approval by the Court. Named Plaintiffs and Defendants agree to take all steps as may be
4 reasonably necessary to secure Preliminary Approval and Final Approval of the Settlement, to
5 the extent not inconsistent with the terms of this Agreement, and will not take any action adverse
6 to each other in obtaining Court approval, and, if necessary, appellate approval, of the Settlement
7 in all respects. Named Plaintiffs and Defendants expressly agree that they will not file any
8 objection to the terms of this Stipulation of Settlement or assist or encourage any person or entity
9 to file any such objection.

10 **XVIII. MISCELLANEOUS PROVISIONS**

11 **A. Stay of Litigation.**

12 Named Plaintiffs and Defendants agree to the stay of all discovery in the Litigation,
13 pending Final Approval of the Settlement by the Court.

14 **B. Interpretation of the Agreement.**

15 This Agreement constitutes the entire agreement between Named Plaintiffs and
16 Defendants. Except as expressly provided herein, this Agreement has not been executed in
17 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
18 written representations or terms shall modify, vary or contradict its terms. In entering into this
19 Agreement, the parties agree that this Agreement is to be construed according to its terms and
20 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
21 enforced under the laws of the State of California, both in its procedural and substantive aspects,
22 without regard to its conflict of laws provisions. Any claim arising out of or relating to the
23 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
24 Court of the State of California for the County of Los Angeles, and Named Plaintiffs and
25 Defendants hereby consent to the personal jurisdiction of the Court over them solely in
26 connection therewith. The foregoing is only limited to disputes concerning this Agreement.
27 Named Plaintiffs, on their own behalf and on behalf of the Settlement Class, and Defendants
28 participated in the negotiation and drafting of this Agreement and had available to them the

1 advice and assistance of independent counsel. As such, neither Named Plaintiffs nor Defendants
2 may claim that any ambiguity in this Agreement should be construed against the other. The terms
3 and conditions of this Agreement constitute the exclusive and final understanding and expression
4 of all agreements between Named Plaintiffs and Defendants with respect to the Settlement of the
5 Litigation. The Agreement may be modified only by a writing signed by the original signatories
6 and approved by the Court.

7 **C. Further Cooperation.**

8 Named Plaintiffs and Defendants and their respective attorneys shall proceed diligently
9 to prepare and execute all documents, to seek the necessary approvals from the Court, and to do
10 all things reasonably necessary or convenient to consummate the Agreement as expeditiously as
11 possible.

12 **D. Confidentiality of Documents.**

13 After the expiration of any appeals period, Named Plaintiffs, the Settlement
14 Administrator, and Class Counsel shall maintain the confidentiality of all documents, deposition
15 transcripts, written discovery, declarations and other information obtained in the lawsuit, unless
16 necessary for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

17 **E. Counterparts.**

18 The Agreement may be executed in one or more actual or non-original counterparts, all
19 of which will be considered one and the same instrument and all of which will be considered
20 duplicate originals. Additionally, signatures delivered via facsimile or electronic transmission
21 shall have the same force, validity and effect as the originals thereof.

22 **F. Authority.**

23 Each individual signing below warrants that he or she has the authority to execute this
24 Agreement on behalf of the party for whom or which that individual signs.

25 **G. No Third Party Beneficiaries.**

26 Named Plaintiffs, members of the Settlement Class, and Defendants are direct
27 beneficiaries of this Agreement, and there are no third party beneficiaries.
28

1 **H. Deadlines Falling on Weekends or Holidays.**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
3 or legal holiday, that deadline shall be continued until the following business day.

4 **I. Severability.**

5 In the event that any one or more of the provisions contained in this Agreement shall for
6 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
7 unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel,
8 on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such
9 invalid, illegal, or unenforceable provision had never been included in this Agreement.

10 **J. Right to Terminate Settlement**

11 If five percent (5%) or more members of the Settlement Class members exercise their
12 rights to exclude themselves and opt out of the Settlement, Defendants may, in their sole
13 discretion, unilaterally withdraw from and terminate the Settlement no later than five (5) days
14 prior to the date of the Final Approval Hearing. In the event of Defendants' withdrawal, no party
15 may use the fact that the Parties agreed to the resolution for any reason. Moreover, in the event
16 that Defendants elect to terminate this Settlement, Defendants shall pay all of the Administrative
17 Costs incurred by the Settlement Administrator up to that point.

18 **K. Successors and Assigns**

19 This Settlement Agreement shall be binding upon, and inure to the benefit of, the
20 successors or assigns of the Parties hereto, as previously defined.

21 **L. Non-Approval of Settlement**

22 In the event that this Settlement is not granted final approval, this Agreement shall be
23 deemed void *ab initio* and the Parties shall be returned to their respective positions as though this
24 Agreement was never executed, including with respect to any releases of claims.

25 **M. Jurisdiction of the Court and Venue**

26 The Parties agree that this Settlement Agreement shall be enforceable by the Court
27 pursuant to California *Code of Civil Procedure* Section 664.6. The Court shall retain jurisdiction
28 with respect to the interpretation, implementation, and enforcement of the terms of this

1 Settlement Agreement and all orders and judgments entered in connection therewith, and the
2 Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,
3 implementing, and enforcing the settlement embodied in this Settlement Agreement and all
4 orders and judgments entered in connection therewith. Any adjudicated dispute regarding the
5 interpretation or validity of or otherwise arising out of this Settlement Agreement, or relating to
6 the Action or the Released Claims, shall be subject to the exclusive jurisdiction of the California
7 state courts in and for the County of Los Angeles, and Named Plaintiffs, Class Members, and
8 Defendants agree to submit to the personal and exclusive jurisdiction and venue of these courts.

9
10 **NAMED PLAINTIFFS**
11

12 Dated: November __, 2021

13 _____
14 TEELA KING

15 Dated: November __, 2021

16 _____
17 PATIANA BROWN

18 Dated: November __, 2021

19 _____
20 CASSANDRA EDWARDS

21 Dated: November __, 2021

22 _____
23 KIERRA FAVORS

24 Dated: November __, 2021

25 _____
26 BRITTANY HANNON

27 Dated: November __, 2021

28 _____
D'ANTANEC JACKSON

1 Dated: November __, 2021

CORTNEY TEARTT

4 Dated: November __, 2021

JASMINE WRIGHT

7 Dated: November __, 2021

DARLENE MOORE

10 Dated: November __, 2021

KEYLIAH ZIMMERMAN

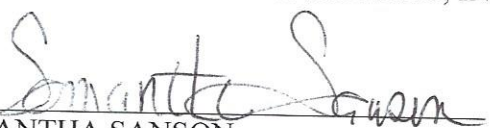
13 Dated: November __, 2021

ENGELIC GIDDENS

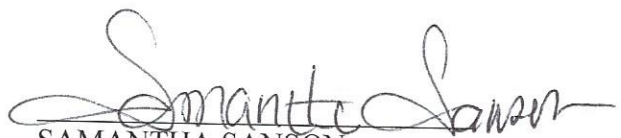
DEFENDANTS

16 Dated: November 5, 2021

SAMANTHA SANSON CONSULTING, INC.

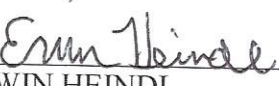
17 By: 
18 SAMANTHA SANSON
19 Its: President

21 Dated: November 5, 2021


22 SAMANTHA SANSON

24 Dated: November 5, 2021

KING HENRY VIII, INC.

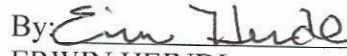
26 By: 
27 ERWIN HEINDL
28 Its: Vice President

1
2 Dated: November 5, 2021


ERWIN HEINDL

3
4
5 Dated: November 5, 2021

ESTATE OF RENATA HEINDL

6
7 By: 
ERWIN HEINDL
8 Its: Executor

9
10 **APPROVED AS TO FORM:**

11
12 Dated: November __, 2021

THE SPIVAK LAW FIRM

13
14 By: _____
15 DAVID G. SPIVAK, ESQ.
16 MARALLE MESSRELIAN, ESQ.
Attorneys for Named Plaintiffs and Class
Counsel

17
18 Dated: November __, 2021

UNITED EMPLOYEES LAW GROUP

19
20 By: _____
21 WALTER HAINES, ESQ.
Attorneys for Named Plaintiffs and Class
Counsel

22
23 Dated: November 9, 2021

FISHER & PHILLIPS LLP

24
25 By: 
26 TODD B. SCHERWIN, ESQ.
JOEL MOON, ESQ.

27 Attorneys for Defendants
28

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Fisher & Phillips LLP and my business address is 444 South Flower Street, Suite 1500, Los Angeles, California 90071.

On October 30, 2021, I served the foregoing document entitled **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT** on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

SEE ATTACHED SERVICE LIST

- ☐ **[by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.
- ☐ **[by FAX]** - I caused the aforementioned document(s) to be telefaxed to the aforementioned facsimile number(s). The machine printed a record of the transmission, and no error was reported by the machine.
- ☐ **[by FEDERAL EXPRESS]** - I am readily familiar with the firm's practice for collection and processing of correspondence for overnight delivery by Federal Express. Under that practice such correspondence will be deposited at a facility or pick-up box regularly maintained by Federal Express for receipt on the same day in the ordinary course of business with delivery fees paid or provided for in accordance with ordinary business practices.
- ☒ **[by ELECTRONIC SERVICE]** - I served the above listed document(s) described via CASE ANYWHERE on the designated recipients via electronic transmission through the CASE ANYWHERE website. CASE ANYWHERE will generate a Notice of Electronic Service (NES) to the serving party and any registered users in the case. The NES will constitute service of the document(s). Registration as a CASE ANYWHERE user constitutes consent to electronic service through the CASE ANYWHERE's transmission facilities.
- ☐ **[by PERSONAL SERVICE]** - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network, whose business address is 1533 Wilshire Boulevard, Los Angeles, CA 90017.

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

Executed October 30, 2021, at Los Angeles, California.

Mayra Lazcano

Print Name

By: _____

Signature

SERVICE LIST

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Teela King v. Samantha Sanson
Case No.: BC705975

David Q. Spivak
Maralle Messrelian
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Encino, CA 91436

Attorneys for Plaintiff,
TEELA KING and all others similarly
situated

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TEELA KING and all others similarly
situated

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