

NOTICE OF CLASS ACTION SETTLEMENT

Davis v. Barker Management, Inc.
Los Angeles County Superior Court, Case No. 21STCV04439

PLEASE READ THIS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Los Angeles (the “Court” or “Los Angeles County Superior Court”), you are notified that: preliminary approval of a class action settlement reached between Plaintiff Dominique Davis (“Plaintiff” or “Class Representative”) and Defendant Barker Management, Inc. (“Defendant”), was granted on April 13, 2023, in the case entitled *Dominique Davis v. Barker Management, Inc.*, Los Angeles County Superior Court, Case No. 21STCV04439 (the “Action”), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive payment under the Settlement), object to the Settlement, and/or dispute the number of Workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

“Class” or “Class Member(s)” refers to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

“Class Period” means the time period from February 4, 2017, through March 15, 2022.

“PAGA Employees” means all Class Members employed by Defendant at any time during the PAGA Period.

“PAGA Period” means the time period from July 6, 2020, through March 15, 2022.

II. BACKGROUND OF THE ACTION

On or about February 4, 2021, Plaintiff Dominique Davis filed a Class Action Complaint for Damages (“Class Action”) against Defendant Barker Management, Inc. in the Superior Court of California for the County of Los Angeles, Case No. 21STCV04439. The Action alleges a cause of action for violations of the California Labor Code: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); and Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*).

On or about July 6, 2021, Plaintiff Dominique Davis submitted a Private Attorneys General Act (“PAGA”) Letter to the Labor and Workforce Development Agency (“LWDA”) seeking civil penalties under PAGA, against Barker Management, Inc. and any and all affiliates, subsidiaries, parents, directors, officers, and employees, on behalf of aggrieved employees in California, for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, inter alia, Wage Orders 4-2001 and 5-2001.

On or about September 9, 2021, Plaintiff Dominique Davis filed a Complaint for Enforcement Under the Private Attorneys General Act, California Cal. Labor Code § 2698, *Et Seq.* (“PAGA Action”) (together with the Class Action, the “Actions”), adding a cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”) on behalf of herself and all other aggrieved employees.

On or about May 20, 2022, by way of Court order, the Class Action and PAGA Action were consolidated, with the Class Action designated the lead action.

Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys’ fees and costs.

Defendant denies all the allegations in the Actions or that they violated any law and contends that at all times they have fully complied with all applicable federal, state, and local laws.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on April 13, 2023. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Dominique Davis as representative of the Class (“Class Representative”), and the following law firm as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The Settlement represents a compromise and Settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff 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 that the Settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is Two Million Nine Hundred Thirty-Eight Thousand One Hundred One and 74/100 Dollars (\$2,938,101.74) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members who do not opt out of this Settlement (“Settlement 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 of up to thirty-three percent (33%) of the Total Settlement Amount (i.e., up to \$969,573.57) and reimbursement of litigation costs and expenses in an amount of up to Forty Thousand Dollars (\$40,000.00) to Class Counsel (collectively, “Class Counsel Award”); (2) enhancement payment in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) to Plaintiff Dominique Davis for her services (“Enhancement Payment”); (3) settlement administration costs in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the allocation of Five Hundred Thousand Dollars (\$500,000.00) to settle all claims under PAGA (“PAGA Payment”), of which 75%, or \$375,000.00, will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25%, or \$125,000.00, (“PAGA Employee Amount”) will be distributed *pro rata* to PAGA Employees.

Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of workweeks during which they worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). Specifically, the Settlement Administrator shall determine the number of calendar weeks that the Class Member worked during the Class Period, using their start and end dates worked as an hourly-paid or non-exempt employees of Defendant in California during the Class Period. Each PAGA Employee’s *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) will be based on the number of Workweeks during which they worked for Defendant during the PAGA Period (“PAGA Workweeks”).

Each Individual Settlement Share will be allocated as twenty percent (20%) to wages (which will be reported on an IRS Form W2), and eighty percent (80%) to interest, penalties, and other non-wage damages (which will be reported on an IRS Form 1099, if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share. The net payment of each Settlement Class Member’s Individual Settlement Share (after reduction for the employee’s share of taxes on the wage portion) is referred to as their “Individual Settlement Payment.” Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on IRS Form-1099 (if applicable) by the Settlement Administrator.

If the Court grants final approval of the Settlement, Defendants will deposit of fifty percent (50%) of the Total Settlement Amount (i.e., \$1,450,000) thirty days after the Settlement is granted final approval and will deposit the remaining fifty percent (50%) eight months after funding the first installment.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator by way of check following the first deposit of fifty percent (50%) of the Total Settlement Amount and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator by way of check following the second deposit of the remaining fifty percent (50%) of the Total Settlement Amount. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Your Pay Periods Based on Defendants' Records

According to Defendant's records:

From February 4, 2017, through March 15, 2022, you worked for Defendant Barker Management, Inc. as an hourly-paid or non-exempt employee in California for [_____] Workweeks.

From July 6, 2020, through March 15, 2022, you worked for Defendant Barker Management, Inc. as an hourly-paid or non-exempt employee in California for [_____] PAGA Workweeks.

If you wish to dispute the number of Workweeks and/or PAGA Workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the Action (*Dominique Davis v. Barker Management, Inc.*, Case No. 21STCV04439); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number(s) to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before July 21, 2023**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share are based on the number of Workweeks and 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 withholding with respect to the wage portion of the Individual Settlement Share.

Individual Settlement Payments (i.e., the net payment of the Individual Settlement Share after reduction for the employee's share of taxes on the wage portion) will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

The Settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment may be higher or lower.

D. Released Claims

Upon the Effective Date, each of the Settlement Class Members (including all the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant not to sue each and all the Released Parties for the Released Class Claims and each PAGA Group Member will be deemed have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant not to sue each and all the Released Parties for the Released PAGA Claims.

"Released Class Claims" means all claims under state, federal, or local law, during the Release Period, relating to or arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action, including but not limited to claims 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.

"Released PAGA Claims" means all claims under state, federal, or local law, during the Release Period, relating to or arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action, including but not limited to claims 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; and (9) failure to reimburse necessary business expenses.

"Released Parties" means Defendant Barker Management, and any of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents.

E. Class Counsel Award to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-three percent (33%) of the Total Settlement Amount (i.e., up to \$969,573.57) and reimbursement of litigation costs and expenses in an amount of up to Forty Thousand Dollars (\$40,000), to be paid from the Total Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Twelve Thousand Five Hundred Dollars (\$12,500) as an Enhancement Payment to Plaintiff Dominique Davis in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Settlement Administrator Expenses to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000) 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, receiving and reviewing requests for exclusion, objections, and/or disputes, if any, submitted by Class Members, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Gross Settlement Amount subject to approval by the Court.

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

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Claims, as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses. If you qualify as a PAGA Employee, you will be bound to the release of Released PAGA Claims and will be issued your Individual PAGA Payment, irrespective of whether you exclude yourself from the Class Settlement.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from (or “opt out” of) the Class Settlement by submitting a timely, written request for exclusion from the Settlement to the Settlement Administrator at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

The request for exclusion must: (a) include your full name; (b) include the name and case number of the Action (*Dominique Davis v. Barker Management, Inc.*, Case No. 21STCV04439); (c) include a clear and unequivocal statement that you wish to be excluded from the Settlement; (d) include your signature; and (e) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than July 21, 2023**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Class Settlement will not be entitled to receive an Individual Settlement Payment from the Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Employees will receive their share of the 25% share of the PAGA Payment (i.e., Individual PAGA Payment) and will be bound to the Released PAGA, irrespective of whether they submit a Request for Exclusion

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or by orally presenting your objection at the Final Approval Hearing (you may appear at the Final Approval Hearing and make an oral objection without submitting a written objection).

A written Notice of Objection must: (a) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (b) contain the name and case number of Action (*Dominique Davis v. Barker Management, Inc.*, Case No. 21STCV04439); (c) contain a statement of the specific legal and factual basis for each objection argument; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be filed or postmarked **no later than July 21, 2023**.

V. FINAL APPROVAL HEARING

The Court will hold a hearing (the “Final Approval Hearing”) in Department 10 of the Los Angeles County Superior Court, located at the Stanley Mosk Courthouse at 111 North Hill Street, Los Angeles, California 90012 on August 30, 2023 at 11:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys’ fees and costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administrator Expenses to the Settlement Administrator should be awarded. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator’s website; to access it you will need to navigate to the following web URL: <https://www.phoenixclassaction.com/davis-v-baker-management/>

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

Personal appearances and telephonic appearances are an option. You can find information regarding the Court’s most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely online at: <https://my.lacourt.org/laccwelcome>. Please note that there may be deadlines to reserve a remote appearance and fees or charges may apply. Hearings before the judge overseeing this case are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Approval Hearing, Class Members who wish to appear at the Final Approval Hearing should contact Class Counsel to arrange a remote appearance through CourtCall, at least three (3) days before the hearing if possible. Any CourtCall fees for an appearance by an objecting Class Member shall be paid by Class Counsel.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement by going to Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California, 90012, during the court’s business hours of each court day and requesting to look at paper records. You can also access documents filed in the Action, to the extent they have been imaged for online access, as well as basic information regarding hearing dates and filings in the Action by looking the case up on the Case Access Portal of the Court’s website (www.lacourt.org/casesummary/ui/). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court’s systems, you will need to use the case number.

Please note, due to the COVID-19 pandemic, there may be limitations on access to court facilities. Please visit the following link for the Court’s most current social distancing procedures and information regarding accessing court facilities: <https://www.lacourt.org/courthouse/info/la>.

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: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.