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FILED
Superior Court of California
County of Los Angeles

JAN 18 2019

Sherri R. Carter, Executive Offices/Clerk
By Roxanne Arfaiga, Deputy

Attorneys for Plaintiff
THEO OGUNYODE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT
SPRING STREET COURTHOUSE

THEO OGUNYODE, an individual, on behalf
of himself and others similarly situated,

CLASS ACTION

Plaintiffs,

Case No.: BC658991
Hon. Kenneth Freeman
Dept. 14

vs.

**[REDACTED] ORDER AND JUDGMENT
ON CLASS ACTION SETTLEMENT**

EPOCH.COM, LLC, dba EPOCH.COM, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Hearing Date: January 10, 2019
Hearing Time: 11:00 a.m.

Defendants.

Complaint Filed: April 25, 2017
FAC Filed: Sept. 13, 2017

01/28/2019

1 WHEREAS, on August 21, 2018, upon this Court's review of the Second Amended
2 Settlement and Release (a copy of which is attached hereto as **Exhibit 1** and incorporated herein
3 by this reference; "Settlement" or "Agreement") entered into between Plaintiff and Class
4 Representative Theo Ogunyode ("Named Plaintiff" or "Class Representative") on the one hand,
5 and Defendants Epoch.com, LLC ("Defendant") on the other hand, this Court granted
6 preliminary approval of the class action settlement;

7 WHEREAS, on January 10, 2018, the Court granted the Motion for Final Approval of the
8 Agreement, finding the settlement to be fair, reasonable, and adequate with respect to the
9 Settlement Class, about which Class Members were provided notice and the opportunity to
10 attend the hearing;

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that

12 1. All defined terms contained herein shall have the same meanings as set forth in
13 the Agreement.

14 2. The Notice of Proposed Class Action Settlement ("Notice") was sent to each
15 Class Member by U.S. Mail. The Notice informed Class Members of the terms of the
16 Settlement, the process available to obtain monetary relief, the right to opt out and pursue their
17 own remedies, the opportunity to file written objections and the right to appear in person or by
18 counsel at the fairness hearing and be heard regarding the approval of the Settlement. Adequate
19 periods of time were provided by each of these procedures.

20 3. **Zero Class Members objected. Zero Class Members opted-out.**

21 4. The Court finds and determines that these procedures afforded adequate
22 protections to Class Members and provide the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the Class Members' responses thereto. The Court
24 finds and determines that the Notice provided in this case was the best notice practicable, which
25 satisfied the requirements of California *Civil Code* section 1781(e), California Rules of Court,
26 Rule 3.769, and due process;

27 5. The Agreement is clearly fair, adequate, and reasonable, in the best interests of
28 the Settlement Class as a whole, and represents an excellent outcome in light of the risks and

1 costs of further litigation and defenses raised. The Agreement is the product of arms-length,
2 serious, informed, non-collusive, and non-overreaching negotiations.

3 6. Pursuant to California law, the Court hereby grants final approval to the
4 Agreement, which is expressly incorporated by reference into this Judgment and which shall
5 have the full force and effect of a Judgment of the Court, and hereby directs that the Agreement
6 be consummated in accordance with its terms and conditions, including the following:

- 7 a. Pursuant to the terms of the Settlement, the Effective Date of this Judgment
8 shall be the sixty-fifth day after this judgment is signed and entered (assuming
9 no appeal or review is sought).
- 10 b. Within seven (7) calendar days after the Effective Date of Judgment,
11 Defendant is ordered to pay Simpluris the Gross Settlement Value ("GSV") of
12 \$100,000, and Simpluris is ordered to post on its website the notice of the
13 final judgment for 120 days thereafter.
- 14 c. The Court orders and determines that \$4,000 be paid to Simpluris from the
15 GSV for all of its agreed work done and to be done until the completion of
16 this matter and is appropriate.
- 17 d. Theo Ogunyode is hereby approved as a Settlement Class Representative and
18 is hereby approved to receive an enhancement award in the sum of \$5,000,
19 with no deductions. Simpluris is ordered to pay from the GSV said amount to
20 "Theo Ogunyode" and deliver said payment to Law Offices of Eric A.
21 Boyajian, APC within 7 days of receiving the GSV from Defendant.
- 22 e. Payment of \$7,500 to the California Labor and Workforce Development
23 Agency ("LWDA") for penalties pursuant to the California *Labor Code*
24 Private Attorney General Act ("PAGA") is approved, and Simpluris is ordered
25 to pay from the GSV said amount to the LWDA and deliver said payment to
26 the LWDA within 7 days of receiving the GSV from Defendant.
- 27 f. Simpluris is ordered to pay the Net Settlement Value ("NSV") of \$39,678.53
28 to the Settlement Class, on a pro-rata basis based on the number of pay

1 periods worked during the Class Period, within 7 days of receiving the GSV
2 from Defendant.

- 3 g. Attorneys' fees in the amount of \$33,333.33 to Law Offices of Eric A.
4 Boyajian, APC ("Class Counsel") is approved for all the work done and to be
5 done until the completion of this matter, and Simpluris is ordered to pay said
6 amount from the GSV to "Law Offices of Eric A. Boyajian, APC" within five
7 (5) calendar days after Simpluris sends the sums owed to the LWDA and the
8 Settlement Class (i.e., within 12 days of Simpluris receiving the GSV from
9 Defendant).
- 10 h. Attorneys' costs in the amount of \$10,488.14 to Law Offices of Eric A.
11 Boyajian, APC is approved for all the work done and to be done until the
12 completion of this matter, and Simpluris is ordered to pay said amount from
13 the GSV to "Law Offices of Eric A. Boyajian, APC" within five (5) calendar
14 days after Simpluris sends the sums owed to the LWDA and the Settlement
15 Class (i.e., within 12 days of Simpluris receiving the GSV from Defendant).
- 16 i. If, after 180 days from the date of Simpluris' mailing of the Settlement
17 Payments to the Settlement Class, there remains uncashed checks, Simpluris is
18 ordered to void all such uncashed checks. Simpluris is ordered to then
19 immediately pay any monies remaining in the distribution account to the
20 Controller of the State of California, which shall be held pursuant to the
21 Unclaimed Property Law, California *Civil Code* § 1500 et seq., for the benefit
22 of those Settlement Class members who did not cash their checks until such
23 time that they claim their property.

24 7. The Court retains jurisdiction of all matters relating to the interpretation,
25 administration, implementation and effectuation of this Order and the Settlement Agreement;

26 8. Upon satisfaction of all payment and obligations under the Settlement Agreement
27 and under this Order, all Settlement Class Members are barred from prosecuting against the
28 Epoch Releasees (as defined in the Settlement) any Settlement Class Released Claims (as

1 defined in the Settlement).

2 9. A non-appearance case review is set for October 10, 2019, regarding whether
3 payments ordered hereunder were made.

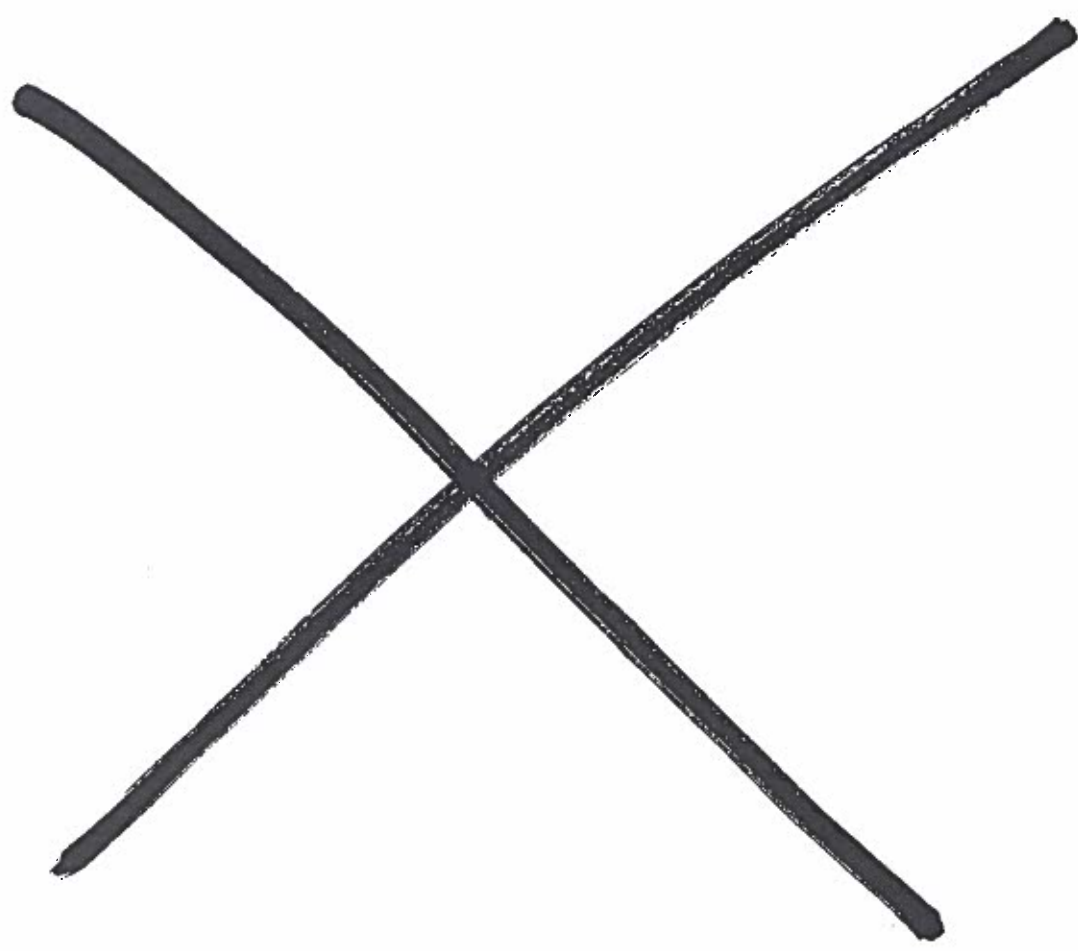
4 **IT IS SO ORDERED.**

5 JUDGE OF THE SUPERIOR COURT

6 **JAN 18 2019**

7 DATED: ~~January 10, 2019~~

8 Hon. Kenneth Freeman



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EXHIBIT 1

01/23/2019

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14 Attorneys for Plaintiff
Theo Ogunyode
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
18

19 THEO OGUNYODE, an individual, on
20 behalf of himself and others similarly
situated,

21 Plaintiffs,

22 v.

23 EPOCH.COM, LLC, dba EPOCH.COM, a
California Limited Liability Company, and
24 DOES 1 through 50, inclusive,

25 Defendants.
26
27
28

Case No. BC658991

**SECOND AMENDED JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Judge: Hon. Kenneth R. Freeman
Dep't: 14
Action Filed: April 25, 2017
Trial Date: None set

I.
PREAMBLE

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3 1. This Joint Stipulation of Class Action Settlement and Release (“Settlement” or
4 “Agreement”) is entered into between Plaintiff Theo Ogunyode (“Ogunyode” or the “Named
5 Plaintiff”) individually and as the representative on behalf of all additional putative class
6 members and/or aggrieved employees (collectively, with Ogunyode, the “Settlement Class”) as
7 further defined in Section III of this Agreement, and defendant Epoch.com LLC (“Epoch”). The
8 Settlement Class and Epoch will be referred to collectively herein as the “Settling Parties.”

9 2. On April 25, 2017, Ogunyode, a former employee of Epoch, filed the instant
10 action (“Action”) in Los Angeles Superior Court (“Court”), alleging claims for (1) Failure to
11 Reimburse Necessary Business Expenses Under Labor Code § 2802, (2) Failure to Provide
12 Accurate Wage Statements in Violation of Labor Code § 226(a), and (3) Unfair Competition
13 under California Business and Professions Code § 17200 *et seq.* On September 13, 2017,
14 Ogunyode filed a first amended complaint adding a cause of action for penalties under the
15 California Labor Code Private Attorney Generals Act (“PAGA”), California Labor Code § 2698
16 *et seq.*, as well as additional allegations related to his previously-pled claims. Ogunyode’s initial
17 complaint and his first amended complaint are collectively referred to herein as the “Complaint.”

18 3. On November 13, 2017, the Settling Parties attended a private mediation before
19 Mr. Steven J. Rottman and reached a preliminary agreement, which is now set forth in this
20 document.

21 4. During the course of this Action, the Settling Parties have engaged in significant
22 investigation of the facts at issue and have exchanged extensive documents and information,
23 which have allowed the Settling Parties to fully assess the value of the claims involved.

24 5. The Settling Parties have now agreed to avoid further litigation and to settle and
25 resolve all existing and potential disputes, actions, lawsuits, charges and claims that the
26 Settlement Class has or may have against Epoch, to the fullest extent permitted by law and
27 without any admission of liability or wrongdoing by either party. Ogunyode and his counsel have
28 concluded that the Settlement reflected herein is fair, reasonable, and in the best interests of the

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1 approval, the Settling Parties hereby stipulate to class certification of a Settlement Class
2 comprised of all current and former Customer Service Representatives who were employed by
3 Epoch within the State of California from April 25, 2013, to February 25, 2018, inclusive (the
4 "Class Period") excluding putative members who mail valid and timely Requests for Exclusion to
5 the Claims Administrator. To be included in the Settlement Class, a class member must have
6 worked for Epoch for at least fourteen (14) days during the Class Period. If the actual number of
7 class members exceeds 100, the parties agree to meet and confer and agree to (a) increase the Net
8 Settlement Value proportional to the extent the number of class members exceeds 100; or (b)
9 limit the class to 100 class members.

10 11. Persons who properly exclude themselves from this Settlement in accordance with
11 the provisions of this Agreement shall not share in the distribution of the GSV, are not included in
12 the Settlement Class, and will not be bound by the terms of this Agreement.

13 12. The certification of the Settlement Class, the Settling Parties' settlement of this
14 Action, and their rights and obligations hereunder, are contingent upon final approval by the
15 Court of this Agreement as to the Settlement Class. The Settlement Class recognizes and agrees
16 that—in consideration of the covenants undertaken herein by Epoch, including, without
17 limitation, Epoch's agreement to pay an amount not to exceed the Gross Settlement Value—this
18 Agreement settles any and all claims, known and unknown, that the Settlement Class has or may
19 have against Epoch, as provided herein.

20 13. Subject to Court approval, the Settling Parties jointly propose Simpluris, Inc. as
21 the third-party company to be appointed as "Claims Administrator" for this Settlement. The
22 Claims Administrator will be responsible for calculating the share of the Settlement to be made
23 available to each putative member of the Settlement Class; mailing the Class Notice; receiving
24 and logging Requests for Exclusion; researching and updating addresses through skip-traces and
25 similar means; answering questions from Settlement Class members; reporting on the status of the
26 Settlement to the Settling Parties; preparing declarations regarding its due diligence in completing
27 and facilitating the claims administration process; providing the Settling Parties with data
28 regarding the filing of Requests for Exclusion, and the calculation of distributions; establishing

1 and maintaining a non-interest-bearing distribution account for purposes of distributing settlement
2 checks and distributions of attorneys' fees and costs, the Enhancement Award, and PAGA
3 payments made pursuant to this Settlement ("Settlement Payments"); and performing such other
4 tasks as required to administer this Agreement or as directed by the Settling Parties.

5 **IV.**
6 **APPOINTMENT OF NAMED PLAINTIFF'S COUNSEL AS SETTLEMENT CLASS**
7 **COUNSEL**

8 14. Subject to the Court's approval, the Settling Parties hereby stipulate to the Court's
9 appointment of Eric Boyajian and Amaras Zargarian of Law Offices of Eric A. Boyajian, APC,
10 9301 Wilshire Boulevard, Suite 609, Beverly Hills, California 90210, (424) 330-2350
11 (telephone), (424) 330-2351 (facsimile), as class settlement counsel ("Class Counsel") with
12 respect to the Settlement Class.

13 **V.**
14 **SETTLEMENT APPROVAL PROCEDURES AND NOTICE TO CLASS MEMBERS**

15 15. The Settling Parties' settlement of this Action, and their rights and obligations
16 hereunder, are expressly conditioned on both the Court's preliminary and final approval of this
17 Settlement as to the Settlement Class defined in Section III of this Agreement. The Proposed
18 Order of Preliminary Approval of the Settlement shall be filed by Class Counsel along with the
19 Motion for Preliminary Approval of the Settlement.

20 16. Class Counsel shall submit a copy of this Agreement to the LWDA at the same
21 time it files a motion with the Court for preliminary approval of the Settlement and for an order
22 certifying the Settlement Class for settlement purposes only, and setting a date for the settlement
23 fairness hearing ("Final Approval Hearing"). In conjunction with this motion, Class Counsel
24 shall submit this Agreement and supporting papers, which shall set forth the terms of this
25 Agreement, and will include proposed forms of all notices and other documents, as attached
26 hereto, necessary to implement the Settlement Agreement. The Proposed Order of Preliminary
27 Approval shall provide for notice of the Settlement and related matters to the Settlement Class
28 ("Class Notice") as specified herein, including notice of the procedure through which a
Settlement Class member may exclude him or herself from the Settlement Class or object to the

1 Settlement (with the exception of the Named Plaintiff, who shall not exclude himself or object).
2 Said Class Notice shall be in substantially the form attached hereto as Exhibit A and as further
3 described in Paragraphs 38 through 41 of this Agreement.

4 17. Upon the Court's preliminary approval of the Settlement, Class Counsel shall
5 deliver the Court's order to the Claims Administrator. Not later than fifteen (15) calendar days
6 after receipt of notice of the Court's entry of an Order of Preliminary Approval, and to the extent
7 possible based on the presence of information in its records, Epoch shall provide to the Claims
8 Administrator a spreadsheet in electronic format that contains the name, last known mailing
9 address, last known telephone number (if available), the total number of Eligible Pay Periods, and
10 the last four digits of the social security number for each member of the Settlement Class ("Class
11 Data"). For purposes of this Agreement, a member of the Settlement Class will be deemed to
12 have worked an "Eligible Pay Period" to the extent he or she was employed for at least five (5)
13 calendar days during any Epoch bi-weekly pay period and had payroll activity (i.e., ultimately
14 received wages for that pay period) during said bi-weekly pay period during the period from April
15 25, 2013, to February 25, 2018, inclusive. The information concerning Eligible Pay Periods shall
16 be based on Epoch's records and shall be presumed to be correct, unless proof to the contrary is
17 provided to the Claims Administrator.

18 18. Epoch shall meet-and-confer with the Claims Administrator regarding the format
19 of the Class Data and cooperate to provide any additional information which the Claims
20 Administrator may request that is reasonable and necessary for the purpose of giving Class Notice
21 and otherwise administering the Agreement.

22 19. Within ten (10) days of receipt of the Class Data, the Claims Administrator shall
23 mail the Class Notice to the Settlement Class via regular first-class mail using the United States
24 Postal Service. Prior to mailing the Class Notice, the Claims Administrator shall perform a
25 search based on the National Change of Address Database for information to update and correct
26 for any known or identifiable address changes. If any Class Notices are returned on or before the
27 Response Deadline (as defined by Paragraph 39 of this Agreement) to the Claims Administrator
28 by the U.S. Post Office as non-deliverable and with a forwarding address, then the Claims

1 Administrator shall perform a single re-mailing of the Class Notice via regular first-class U.S.
2 mail to the forwarding address affixed thereto and the Claims Administrator shall indicate the
3 date of such re-mailing on the Class Notice. If no forwarding address is provided, the Claims
4 Administrator shall promptly attempt to determine the correct address using a skip-trace, or other
5 search using the name, address and/or Social Security number of the Settlement Class member
6 involved, and shall then perform the single re-mailing.

7 20. All such re-mailing of the Class Notice shall occur within (7) days of the Claims
8 Administrator's receipt of the returned Class Notice and no later than the Response Deadline. In
9 the case of such re-mailing, the Response Deadline shall be the later of (i) the original Response
10 Deadline, or (ii) ten (10) calendar days from the date of re-mailing.

11 **VI.**
12 **THE EFFECTIVE DATE**

13 21. This Agreement shall become final and effective on the occurrence of all of the
14 following events described in Paragraphs 21(a) through 21(c) (the "Effective Date"):

15 (a) Entry by the Court of an Order of Preliminary Approval as discussed in
16 Paragraphs 15 and 16 of this Agreement, appointment of Class Counsel as described in
17 Paragraph 14 of this Agreement, appointment of a Claims Administrator as described in
18 Paragraph 13 of this Agreement, and expiration of the time period for Epoch to withdraw
19 from this Agreement as described in Paragraph 24 of this Agreement.

20 (b) Class Counsel filing, at or before the Final Approval Hearing, a
21 declaration from the Claims Administrator:

22 (i) Certifying that a Class Notice was sent to each Settlement Class
23 member in accordance with Section XI of this Agreement and the Order of Preliminary
24 Approval; and

25 (ii) Delineating the number of Settlement Class members who
26 submitted timely Requests for Exclusion.

27 (c) The occurrence of the "Effective Date of Judgment," which shall be
28 deemed to be the last to occur of the following:

1 (i) If an appeal or other review is not sought from the Order and
2 Judgment Granting Final Approval and Dismissing Action with Prejudice (“Final
3 Approval Order and Judgment”), the sixty-fifth (65th) calendar day after the Final
4 Approval Order and Judgment is signed and entered by the Court; or

5 (ii) If an appeal or other review is sought from the Final Approval
6 Order and Judgment, the next day after the Final Approval Order and Judgment is
7 affirmed or the appeal or other review is dismissed or denied, and the Final Approval
8 Order and Judgment is no longer subject to judicial review or other challenge.

9 22. Class Counsel shall timely prepare and file all papers related to the Motion for
10 Final Approval of the Settlement. Prior to doing so, Class Counsel will send drafts of such papers
11 to Defense Counsel for comments. The Motion for Final Approval of the Settlement and
12 Proposed Order of Final Approval and Judgment shall be consistent with the terms of this
13 Agreement, which shall reflect, inter alia, the settlement and entry of judgment of this Action and
14 the Court’s approval of the settlement pursuant to the terms of this Agreement, including but not
15 limited to the releases set out in Paragraphs 48, 49 and 50. Said proposed Order and Judgment
16 shall be lodged with the Court no later than sixteen (16) calendar days before the Final Approval
17 Hearing.

18 **VII.**
19 **EFFECT OF NON-APPROVAL, FAILURE OF THE EFFECTIVE DATE TO OCCUR,**
20 **OR OPT-OUTS IN EXCESS OF SEVEN AND ONE-HALF PERCENT**

21 23. If the Effective Date does not occur, this Agreement shall be void. In such event:

22 (a) Nothing in this Agreement shall be construed as a determination,
23 admission, or concession of any substantive or procedural issue in this Action, and
24 nothing in this Agreement may be offered into evidence in any hearing or trial, or in any
25 subsequent pleading or in any other judicial, arbitral, or administrative proceeding;

26 (b) The Settling Parties expressly reserve their rights with respect to the
27 prosecution and defense of this Action as if this Agreement never existed. In particular,
28 Epoch does not waive, but rather expressly reserves, all rights to challenge any and all
claims and allegations asserted in this Action upon all procedural and substantive

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1 grounds, including, without limitation, the ability to challenge class action treatment on
2 any grounds and to assert any and all potential defenses or privileges. The Settling
3 Parties agree that Epoch retains and reserves these rights, and they agree not to take a
4 position to the contrary. Specifically, the Settling Parties agree that, if this Action were
5 to proceed, they will not present any argument based on this Agreement, or any exhibit,
6 attachment, act performed or document executed pursuant to this Agreement; and

7 (c) The Settling Parties shall each bear half (50%) of any costs for notice or
8 claims administration incurred by the Claims Administrator through the date that the
9 Settlement is determined to be void, except if Epoch elects to revoke this Agreement
10 pursuant to its right under paragraph 24 of this Agreement in which case all such costs
11 shall be entirely paid by Epoch.

12 24. The Claims Administrator shall provide written notice to Class Counsel and Epoch
13 no later than fifteen (15) calendar days after the Response Deadline—as defined in Paragraph 39
14 of this Agreement—with a complete list of all putative members of the Settlement Class who
15 have timely requested exclusion from the class. Epoch, in its sole and independent discretion,
16 shall have the right, but not the obligation, to revoke this Agreement if Requests for Exclusion
17 from the settlement are mailed to the Claims Administrator by members of the Settlement Class
18 representing more than seven and one-half percent (7.5%) of all members of the Settlement Class.
19 If Epoch chooses to exercise this option, the effect will be precisely the same as if one of the
20 events specified in Paragraph 21 did not occur. Epoch must exercise this right, if at all, within
21 seven (7) calendar days after receipt of the written notice from the Claims Administrator
22 discussed in this Paragraph 24.

23 **VIII.**
24 **ATTORNEYS' FEES, COSTS AND EXPENSES, PAYMENT TO THE LWDA, AND**
25 **ENHANCEMENT AWARD**

26 25. This Action alleges a claim for attorneys' fees and costs pursuant to, *inter alia*, the
27 California Labor Code. The Settling Parties agree that any and all such claims for attorneys' fees
28 and costs have been settled as a part of this Agreement.

1 26. Epoch recognizes that Class Counsel will apply to the Court for an award of
2 attorneys' fees in an amount up to, but not more than, thirty-three and one-third percent (33.33%)
3 of the GSV (i.e., \$33,333.33) as well as an award for reasonable and necessary costs and expenses
4 incurred up to the date of filing of said application, currently estimated to be in the range of
5 \$12,000.00. Epoch will not oppose Class Counsel's application under this Paragraph 26 for said
6 amount, and Class Counsel's application under this Paragraph 26 shall be scheduled for
7 determination at the Final Approval Hearing. The Named Plaintiff, Class Counsel, and putative
8 or actual members of the Settlement Class shall not seek payment of attorneys' fees or
9 reimbursement of costs or expenses except as set forth herein.

10 27. Epoch recognizes that, at the same time the application under Paragraph 26 is
11 made, Class Counsel will also apply to the Court for an additional award to the Named Plaintiff
12 of five thousand U.S. Dollars and no cents (\$5,000.00), as reasonable additional compensation for
13 his prosecution of this case, the time and effort expended by him in doing so, and in consideration
14 for the claims released herein (the "Enhancement Award"). Epoch will not oppose Class
15 Counsel's application under this Paragraph 27. Any Enhancement Award will be in addition to
16 the amount that the Named Plaintiff may be entitled to receive on account of his own individual
17 claim pursuant to Section X of this Agreement; however, the releases set out in Paragraphs 48, 49
18 and 50 of this Agreement shall bind Ogunyode regardless of whether and to what extent he
19 recovers as a Settlement Class member, and the Enhancement Award shall be adequate
20 consideration for said releases. The Named Plaintiff, Class Counsel, and putative and/or actual
21 members of the Settlement Class shall not seek payment of any additional enhancement awards
22 except as set forth herein.

23 28. The Parties also agree that the Claims Administrator will allocate ten thousand
24 U.S. dollars and no cents (\$10,000.00) of the GSV to the amount recoverable under the PAGA
25 and pay seventy-five percent (75%) of this sum (i.e., \$7,500.00) to the LWDA pursuant to
26 California Labor Code Section 2699(i). The remaining twenty-five percent (25%) of this sum
27 shall be returned to the Net Settlement Value, as that term is defined in Paragraph 32 of this
28 Agreement, and disbursed to the Settlement Class as set forth herein.

1 29. Any awards pursuant to Paragraphs 26 and/or 27, as well as payment to the
2 LWDA pursuant to Paragraph 28, will be funded solely and completely from the GSV.

3 30. If the Court does not approve the total amount of attorneys' fees, costs, and/or
4 Enhancement Award requested by Class Counsel pursuant to Paragraphs 26 and/or 27 of this
5 Agreement, any remaining portion of the requested amount will be added to the Net Settlement
6 Value (as that term is defined in Paragraph 32 of this Agreement).

7 31. Any proceedings or Court decisions related to Class Counsel's application for
8 attorneys' fees, costs and expenses, and/or the Enhancement Award shall not terminate or cancel
9 this Agreement, or otherwise affect the finality of the Final Approval Order and Judgment, or
10 affect the settlement and releases set forth herein concerning this Action. Further, nothing in this
11 Agreement shall prevent, waive, impair or impinge upon Class Counsel's right to appeal the
12 Court's decision related to the application for attorneys' fees, costs and expenses, and/or the
13 Enhancement Award.

14 **IX.**
15 **PLAN OF ALLOCATION AND DISTRIBUTION OF THE SETTLEMENT FUND**

16 32. The GSV shall be allocated as follows:

17 (a) To attorneys' fees and reasonable and necessary costs and expenses of
18 Class Counsel, as may be awarded by the Court pursuant to Paragraph 26 of this
19 Agreement.

20 (b) To any Enhancement Award, as may be awarded by the Court pursuant to
21 Paragraph 27 of this Agreement.

22 (c) To the costs and expenses incurred by, or fees imposed by, the Claims
23 Administrator in performing its duties under this Agreement.

24 (d) To the payment to the LWDA of its portion of the amount recoverable
25 under the PAGA pursuant to Paragraph 28 of this Agreement, and

26 (e) To the "Net Settlement Value" or "NSV." The Net Settlement Value shall
27 be defined as the maximum possible value of the GSV less the items described in
28 Paragraphs 32(a), 32(b), 32(c), and 32(d) above. The Net Settlement Value shall be made

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1 available to the Settlement Class as described in Section X of this Agreement. The
2 Claims Administrator shall be responsible for the allocation and distribution of the Net
3 Settlement Value to Settlement Class members.

4 33. The Claims Administrator shall make payments from the distribution account only
5 pursuant to the terms of this Agreement and only after the Effective Date.

6 34. For the purposes of calculating applicable taxes:

7 (a) Each Settlement Payment shall be classified as follows: (1) thirty-four
8 percent (34%) to reimbursement of business expenses, (2) thirty-three percent (33%) to
9 interest, and (3) thirty-three percent (33%) to penalties.

10 (b) Each member of the Settlement Class shall be individually responsible for
11 his or her share of taxes attributable to receipt of the Settlement Payment.

12 (c) One hundred percent (100%) of the Enhancement Award will be allocated
13 to ordinary income, reported on a Form 1099.

14 **X.**
15 **CALCULATION OF DISTRIBUTIONS TO SETTLEMENT CLASS MEMBERS**

16 35. As soon as practicable after receiving the spreadsheet referenced in Paragraph 17,
17 the Claims Administrator shall perform the following calculations for use in allocation and
18 distribution of the NSV to Settlement Class members.

19 36. The Claims Administrator will allocate the NSV to the Settlement Class and divide
20 said amount by the total number of the Eligible Pay Periods, as defined by Paragraph 17, worked
21 by all Settlement Class members during the period from April 25, 2013, to February 25, 2018,
22 inclusive, in order to calculate the "Pay Period Settlement Value."

23 37. The amount of the Settlement Payment disbursed to each member of the
24 Settlement Class shall equal the number which results from multiplying the number of Eligible
25 Pay Periods the Settlement Class member worked during the period from April 25, 2013, to
26 February 25, 2018, inclusive, by the Pay Period Settlement Value.

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1 **XI.**
2 **GIVING CLASS NOTICE AND PROCESSING REQUESTS FOR EXCLUSION**

3 38. The Class Notice mailed to members of the Settlement Class shall be
4 individualized for each member of the Settlement Class and contain each Settlement Class
5 Member's number of Eligible Pay Periods as determined by the Claim Administrator based on the
6 information provided by Epoch pursuant to Paragraph 17 of this Agreement.

7 39. The Class Notice shall provide instructions informing Settlement Class members
8 how to submit a Request for Exclusion or Objection. The Class Notice shall direct that each
9 Settlement Class member wishing to opt-out of the Settlement Agreement and exclude
10 him/herself from the Settlement Class must sign and mail a written "Request for Exclusion,"
11 which shall include the name (and former names, if any), current address, telephone number, and
12 last four digits of his or her social security number to confirm the Settlement Class Members'
13 identity. In addition, the Request for Exclusion shall be signed by the Class Member. Any
14 Request for Exclusion to the Settlement must be mailed to the Claims Administrator such that it is
15 actually received by the Claims Administrator with a postmark reflecting a date within forty-five
16 (45) calendar days from the date of mailing of the Class Notice (the "Response Deadline"). The
17 date of the postmark on the return mailing envelope shall be the exclusive means to determine
18 whether a Request for Exclusion has been timely submitted. The Class Notice shall provide
19 instructions informing Settlement Class members how to submit a Request for Exclusion in this
20 regard. The Class Notice shall also indicate that all members of the Settlement Class, except
21 those who have submitted a Request for Exclusion, shall have the right to mail written objections
22 to the Settlement and/or to appear at the Final Approval Hearing (the then-current date of which
23 shall be included in the Class Notice). Any Settlement Class Member wishing to object to the
24 approval of this Settlement shall mail a written objection to the Settlement and a notice of
25 intention to appear at the hearing on final approval of the Settlement to the Claims Administrator
26 as set forth in the Class Notice. The objection must state (i) the objector's name (and former
27 names, if any), address, telephone number, and last four digits of the social security number; (ii)
28 the reasons for the objections and any supporting evidence; and (iii) the case name and number.

1 All objections must be submitted by the Response Deadline. The Claims Administrator shall
2 forward any objections to the Settlement to counsel for the Parties within three (3) days of receipt
3 of the same.

4 40. Any Settlement Class member who disagrees with the number of Eligible Pay
5 Periods stated in his/her Class Notice may submit a statement in writing to that effect and enclose
6 documentation supporting said disagreement. The Class Notice will provide instructions about
7 how a Settlement Class member may state his/her disagreement in this regard. The Claims
8 Administrator will be solely responsible for resolving any discrepancies between Epoch's
9 documentation and conflicting information provided by a Settlement Class member, and said
10 resolution by the Claims Administrator shall be final and binding on all parties, and non-
11 appealable. Once the Claims Administrator resolves a given discrepancy, it will notify the
12 Settlement Class member of its decision in writing and within ten (10) calendar days. Epoch
13 agrees to provide additional information which is reasonable and necessary for the Claims
14 Administrator to resolve any such discrepancies, to the extent such information is available within
15 its records and reasonably accessible. The Response Deadline shall not be extended as a result of
16 any such disagreement.

17 41. The Class Notice shall contain the release and waiver of claims against Epoch
18 contained in Paragraph 48 of this Agreement, and an easily understood statement alerting putative
19 members of the Settlement Class that by failing to submit a Request for Exclusion the individual
20 is releasing and waiving all of the claims related to those alleged in this Action which the
21 Settlement Class members may have against Epoch.

22 42. Any Settlement Class Member who fails to properly submit a Request for
23 Exclusion within the Response Deadline shall be bound by the terms of this Agreement.

24 43. Those Settlement Class members who have not returned a Request for Exclusion
25 by the Response Deadline shall be bound by the Final Approval Order and Judgment entered in
26 this Action and the release of claims set forth in Paragraph 48 of this Agreement.

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XII.
PROCESS FOR DISTRIBUTION OF THE SETTLEMENT

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3 44. Epoch shall pay the GSV to the Claims Administrator not later than seven (7)
4 calendar days after the Effective Date, for distribution to Settlement Class members, Class
5 Counsel's fees and costs, Named Plaintiff's Enhancement Award, Claims Administrator's costs,
6 and payment to the LWDA under the PAGA, as provided for herein. The Claims Administrator
7 shall deposit the GSV in a non-interest-bearing distribution account immediately upon receipt of
8 the fund transfer discussed in this Paragraph 44.

9 45. Within seven (7) calendar days of its receipt of the GSV, the Claims Administrator
10 shall make the payments stated in Paragraphs 32(a) through 32(e); including paying the NSV to
11 Settlement Class members who did not submit valid and timely Requests for Exclusion prior to
12 paying the amounts specified in Paragraph 32(a). The Claims Administrator shall make
13 distributions of Settlement Payments to Class Members via first-class U.S. mail. Within five
14 (5) calendar days after the Claims Administrator pays out the NSV to Settlement Class
15 members, it shall pay to Class Counsel the amount set aside for attorneys' fees and litigation
16 costs and expenses under Paragraph 32(a).

17 46. The Settling Parties intend for the entire NSV to be distributed to Settlement Class
18 members. Any portion of the NSV not paid out through the process discussed in this Section XII,
19 whether due to the filing of Requests for Exclusion or any other reason—shall be divided pro-rata
20 among Settlement Class members through increasing the amount of money paid to Settlement
21 Class members.

22 47. After the Claims Administrator mails out the Settlement Payments, as provided for
23 in Paragraph 45, members of the Settlement Class shall have one-hundred and eighty (180)
24 calendar days to cash the check that was mailed to them. After one-hundred and eighty (180)
25 calendar days from the date of mailing, the checks shall become null and void, and any monies
26 remaining in the distribution account shall be distributed to the Controller of the State of
27 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et*
28 *seq.*, for the benefit of those Settlement Class members who did not cash their checks until such

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1 time that they claim their property. The Settling Parties agree that this disposition results in no
2 "unpaid residue" under California Civil Procedure Code § 384, as the entire NSV will be paid out
3 to Settlement Class members, whether or not they all cash their Settlement Checks. Therefore,
4 Epoch will not be required to pay any interest on said amount.

5 **XIII.**
6 **RELEASES**

7 48. In exchange for the consideration, undertakings, and covenants agreed to by Epoch
8 in this Agreement, and to the fullest extent permitted by applicable law, the Settlement Class
9 hereby releases, discharges, and covenants not to sue Epoch, and all of its respective past and
10 present employees, directors, officers, attorneys, representatives, insurers, agents, parents,
11 subsidiaries, affiliates, related companies, predecessors, successors, lessees, and assigns, and any
12 entity that could be jointly liable with any of these (individually and collectively "Epoch
13 Releasees") from and with respect to all actions, causes of action, suits, liabilities, claims, and
14 demands whatsoever, and each of them, whether known or unknown, from the beginning of time
15 to February 25, 2018, inclusive, which the Settlement Class, or individual members thereof, has,
16 had, or hereafter may claim to have, against Epoch Releasees, or any of them, which are based on
17 or arise from any and/or all claims and allegations of the Settlement Class set forth in the
18 Complaint, as well as any and all claims and allegations that could have been asserted in the
19 Complaint based on the facts alleged therein ("the Settlement Class Released Claims"). The
20 Settling Parties intend the Settlement Class' release to be general and comprehensive in nature, to
21 the maximum extent permitted by law. Notwithstanding any other provision of this Agreement,
22 including without limitation this Paragraph 48, "Settlement Class Released Claims" shall not
23 include claims under the federal Fair Labor Standards Act ("FLSA") arising from a Settlement
24 Class member's employment with Epoch unless the Settlement Class member has affirmatively
25 opted-in to the case by cashing his/her settlement check provided to him/her under this
26 Agreement.

27 49. In exchange for the consideration, undertakings, and covenants undertaken by
28 Epoch in this Agreement, including but not limited to the payment of the Enhancement Award,

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1 and to the fullest extent permitted by applicable law, the Named Plaintiff hereby releases,
2 discharges, and covenants not to sue the Epoch Releasees with respect to and from any and all
3 claims, charges of discrimination, demands, liens, agreements, contracts, covenants, actions, suits,
4 causes of action, disputed wages, obligations, debts, expenses, attorneys' fees, damages,
5 penalties, interest, judgments, orders and liabilities of whatever kind or nature in law, equity or
6 otherwise, whether now known or unknown, suspected or unsuspected, and whether or not
7 concealed or hidden, which he now owns or holds or he has at any time heretofore owned or held,
8 arising out of or in any way connected with his employment, separation of employment or any
9 other relationship with the Epoch Releasees or any other transactions, occurrences, acts or
10 omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected,
11 resulting from any act or omission by or on the part of said Epoch Releasees, or any of them,
12 committed or omitted on or before February 25, 2018 (collectively, "Named Plaintiff's Claims").
13 The Settling Parties intend the Named Plaintiff's release to be general and comprehensive in
14 nature and to release all Named Plaintiff's Claims and potential Named Plaintiff's Claims against
15 the Epoch Releasees to the maximum extent permitted by law. Named Plaintiff's Claims being
16 released include specifically, by way of description, but not by way of limitation, any and all
17 Named Plaintiff's Claims arising out of or in any way related to: (i) any interactions between the
18 Named Plaintiff and the Epoch Releasees; (ii) the Named Plaintiff's employment, separation of
19 employment, contractual, and/or quasi-contractual relationship with Epoch Releasees; (iii) any
20 allegations as to disputed wages, remuneration, and/or other compensation, due by operation of
21 statute, ordinance, regulation, wage order, contract, or quasi-contract; (iv) any federal, state, or
22 local law prohibiting discrimination or retaliation on any basis of age, race, color, ancestry,
23 religion, disability, sex, sexual orientation, gender identity, national origin, or citizenship,
24 including, without limitation, any such claims under Title VII, the California Fair Employment
25 and Housing Act, the California Labor Code, the California IWC Wage Orders, the Employee
26 Retirement Income Security Act, and the Americans With Disabilities Act or any other similar
27 statutes whatever the city, county, state, or country of enactment; (v) any claims under the Family
28 and Medical Leave Act of 1993 and/or the California Family Rights Act; (vi) any transactions,

1 occurrences, acts, statements, disclosures, or omissions occurring on or before February 25, 2018;
2 and (vii) any other tort or contract claims.

3 50. **Waiver of California Civil Code Section 1542.** The Named Plaintiff intends
4 and/or is deemed to intend that this Agreement should be effective as a bar to any and all of the
5 claims released by Paragraph 49. In furtherance of this intention, as to any and all claims released
6 by Paragraph 49, the Named Plaintiff expressly waives any and all rights or benefits conferred on
7 him by the provisions of Section 1542 of the California Civil Code, or any similar provisions
8 under state, federal, or local law. California Civil Code Section 1542 provides as follows:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
10 WHICH THE CREDITOR DOES NOT KNOW OR
11 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE
12 TIME OF EXECUTING THE RELEASE, WHICH IF
 KNOWN BY HIM OR HER MUST HAVE MATERIALLY
 AFFECTED HIS OR HER SETTLEMENT WITH THE
 DEBTOR.**

13 As to any and all of the claims released by Paragraph 49, the Named Plaintiff understands
14 fully the statutory language of California Civil Code Section 1542, and, with this understanding,
15 assume all risks for claims released hereunder that have already arisen or may in the future arise,
16 whether known or unknown, suspected or unsuspected, and specifically waive all rights he may
17 have under California Civil Code § 1542, or any similar provision under state, federal, or local
18 law. The Named Plaintiff understands that, if any of the facts relating in any manner to facts that
19 were alleged or could have been alleged in the Complaint and/or any other pleading filed in this
20 Action, or to the release and dismissal of claims as provided in this Agreement, are hereafter
21 found to be other than or different from the facts now believed to be true, he has expressly
22 accepted and assumed that risk and agree that this Agreement and the release of claims as set
23 forth in Paragraph 49 contained herein shall nevertheless remain effective. As to any and all of
24 the claims released by Paragraph 49, the Named Plaintiff desires and intends, or is deemed to
25 desire and intend, that this Agreement shall be given full force and effect according to each and
26 all of its express terms and provisions, including those relating to unknown and unsuspected
27 claims, if any, as well as those relating to the claims referred to above.

1 51. Class Counsel and the Named Plaintiff represent and warrant that it and they have
2 not filed any complaints, charges, lawsuits, or other legal actions with any court or government
3 agency relating to any claims being released by the Settlement Class in Paragraphs 48 through 50
4 of this Agreement. Class Counsel and the Named Plaintiff further represent and warrant that it
5 and they have not heretofore assigned or transferred to any person not a party to this Agreement
6 any released matter.

7 **XIV.**
8 **ADDITIONAL TERMS AND CONDITIONS**

9 52. Final Approval Order: The Final Approval Order and Judgment shall contain
10 findings and rulings to the effect that members of the Settlement Class who cash their settlement
11 checks provided to them under this Settlement thereby indicate their desire to opt-in to a class
12 settlement of FLSA claims. Accordingly, the cashing of a settlement check shall constitute
13 binding and irrefutable evidence that the Settlement Class member in question desired and
14 intended to, and did, opt in to an FLSA settlement and released all claims under the Fair Labor
15 Standards Act of 1938, as amended. Upon granting final approval of the Settlement contained
16 herein, the Court shall enter a Final Judgment and implement the Releases discussed herein as to
17 Named Plaintiff and the Settlement Class members who did not timely Opt-Out. The Judgment
18 will be published on the Claims Administrator's website for one hundred twenty (120) days
19 following the date of Judgment.

20 53. Settlement Is Fair and Reasonable: Epoch hereby consents, solely for purposes of
21 the Settlement, to the conditional certification of the Settlement Class, to the conditional
22 appointment of Class Counsel, and to the conditional approval of the Representative Plaintiff.
23 Class Counsel has considerable experience in litigating and settling wage-and-hour class actions
24 of this type, and is sufficiently familiar with the facts of this case and the applicable laws and
25 regulations to make an informed judgment as to the fairness of this Settlement. In light of this
26 experience, and for reasons that will be more fully explained in the Motion for Preliminary
27 Approval, Class Counsel and the Named Plaintiff believe that the settlement terms herein are fair
28 and reasonable with regard to the interests of the Settlement Class.

1 54. Settlement is the Result of Arm's-Length Bargaining: The terms of the Settlement
2 of this Action resulted from several months of intense arm's-length negotiations.

3 55. Notices: Except as otherwise set forth herein, all notices, requests, demands and
4 other communications related to or in connection with this Agreement shall be in writing, and
5 shall be provided by appropriate method depending on the urgency (e.g., personal delivery,
6 facsimile, overnight delivery, or first-class U.S. mail) to:

7 **TO THE SETTLEMENT CLASS:**

8 ERIC BOYAJIAN
9 AMARAS ZARGARIAN
10 LAW OFFICES OF ERIC A. BOYAJIAN
11 9301 Wilshire Boulevard, Suite 609
12 Beverly Hills, California 90210
13 Telephone: (424) 330-2350
14 Facsimile: (424) 330-2351

TO EPOCH.COM LLC:

MICHAEL G. MCGUINNESS
ANDREW LICHTENSTEIN
MATTHEW BAILED
O'MELVENY & MYERS LLP
400 S. Hope Street
Los Angeles, CA 90071
Telephone: (213) 430-6000
Facsimile: (213) 430-6407

13 56. No Admission of Liability: Nothing herein shall constitute any admission by
14 Epoch of wrongdoing or liability or of the truth of any factual allegations in this Action. Nothing
15 herein shall constitute an admission by Epoch that this Action was properly brought as a class or
16 representative action other than for settlement purposes. To the contrary, Epoch has denied and
17 continues to deny each and every material factual, procedural, and/or legal allegation and alleged
18 claim asserted in this Action. To this end, the settlement of this Action, the negotiation and
19 execution of this Agreement, and all acts performed or documents executed pursuant to or in
20 furtherance of this Agreement or the Settlement are not, shall not be deemed to be, and may not
21 be used as an admission or evidence of any wrongdoing or liability on the part of Epoch, or of the
22 truth of any of the factual allegations in this Action; and are not, shall not be deemed to be, and
23 may not be used as, an admission or evidence of any fault or omission on the part of Epoch in any
24 civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

25 57. Modification by Writing Only: This Agreement, and its terms and Exhibit, may be
26 modified only in a writing signed by all counsel of record for the parties, and will not become
27 effective unless and until approved by the Court or otherwise as ordered by the Court.

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58. Representations

(a) The Named Plaintiff and Class Counsel represent that they are presently unaware of any other lawsuit or administrative proceeding which alleges any of the claims asserted in this Action that is not already identified in this Agreement.

(b) The Named Plaintiff, on behalf of himself and the Settlement Class, has expressly authorized Class Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms.

(c) Each attorney executing this Agreement on behalf of any party hereto hereby warrants that full authority to do so has been given by his/her client(s).

(d) Epoch, Class Counsel, and the Named Plaintiff waive their right to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement; provided, however, that Class Counsel and the Named Plaintiff may appeal the Court's determination with regard to the requests for attorneys' fees and costs and the Enhancement Award set out in Paragraphs 26 and 27. Consistent with Paragraph 31, however, any such appeal will have no effect whatsoever on the other terms and provisions of this Agreement, including, by way of example but not of limitation, the releases set out in Paragraphs 48, 49, and 50 of this Agreement.

(e) The Settling Parties represent and agree that neither have received and/or relied upon any advice and/or representations from the other party and/or its attorneys as to the necessity for withholding or the taxability of the consideration paid pursuant to this Agreement, whether pursuant to federal, state or local income tax statutes or otherwise.

59. Further Cooperation: The Settling Parties and their respective counsel of record shall proceed diligently to prepare and execute all documents, to seek the necessary Court approvals, and to do all other things reasonably necessary to conclude this Settlement.

60. Construction and Integration: This Agreement, including its exhibit, constitutes the entire agreement and understanding between the Settling Parties, and supersedes any previous agreements or understandings between the Settling Parties. No representations, warranties or inducements have been made to any party concerning the subject matter of this Agreement and/or

1 its exhibit other than the representations, warranties and covenants contained in such documents.
2 This Agreement and related exhibit shall be construed each as a whole, and with reference to one
3 another, according to their fair meaning and intent. Each of the Settling Parties represent that
4 its/their counsel has participated and cooperated in the drafting and preparation of this Agreement
5 and related exhibit; hence, in any construction to be made of this Agreement and/or its exhibit,
6 the same shall not be construed against any party on the basis that said party was the drafter.

7 61. Governing Law: This Agreement and the exhibit hereto shall be deemed to have
8 been negotiated, executed and delivered, and to be wholly performed, in the State of California.
9 The rights and obligations of the parties under the Agreement shall be construed and enforced in
10 accordance with, and be governed by, the substantive and procedural laws of the State of
11 California without regard to California's choice of law principles.

12 62. Counterparts: This Agreement may be executed in one or more faxed
13 counterparts, which may be filed with the Court. All executed counterparts, and each of them,
14 shall be deemed to be one and the same instrument. Once available, a complete set of executed
15 counterparts shall be filed with the Court. Copies of the complete set of executed counterparts
16 may be used for all purposes in lieu of the originals, and shall have the same force and effect as
17 the originals.

18 63. Attorneys' Fees, Costs and Expenses: Except as otherwise specifically provided
19 for herein, each party shall bear his/her/its own attorneys' fees, costs and expenses, taxable or
20 otherwise, incurred by them in or arising out of this Action, and shall not seek reimbursement
21 thereof from any other party to this Agreement.

22 64. California Code of Civil Procedure Section 384: The Parties intend that any
23 settlement funds not distributed pursuant to Sections IX through XII of this Agreement shall be
24 distributed pursuant to the provisions of California Code of Civil Procedure Section 384.

25 65. Calculation of Time: To resolve ambiguity, any reference to a span of "days" in
26 this Agreement should be interpreted as a reference to calendar days unless stated to the contrary.
27 To the extent that a given span of days ends on a national holiday, or weekend, the calculation
28 should be deemed as ending on the next business day, e.g., a calculation that ends on a Saturday

1 will carry forward to the following Monday.

2 66. Publicity: The Named Plaintiff and Class Counsel (including, without limitation,
3 all counsel listed in Paragraph 14) agree that they will not publicize or announce this Settlement
4 in press releases, marketing materials, or on the internet until after the Effective Date, unless
5 required by the Court. After the Effective Date, Named Plaintiff and Class Counsel agree that
6 references to this Settlement on their websites, the internet or in other public communications will
7 not identify Epoch as the defendant by name, unless the case is being cited and/or mentioned in a
8 filing with any state or federal court in connection with Class Counsel seeking to obtain approval
9 from the court as appointment as class counsel, or in connection with a fee request.

10 67. Continuing Jurisdiction: Except as otherwise specifically provided herein,
11 Department 14 of the Superior Court of the State of California for the County of Los Angeles
12 shall retain jurisdiction to enforce the terms of this Agreement following the entry of the
13 Judgment pursuant to California Code of Civil Procedure section 664.6.

14 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly-authorized
15 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
16 and with a full understanding of its consequences.

17 

18 _____
19 Theo Ogunyode
20 Plaintiff, individually, and on behalf
21 of the Settlement Class as Class
22 Representative

07/30/2018

Date

23 _____
24 Esther Martinez
25 Chief Operations Officer, for and on
26 behalf of Defendant Epoch.com, LLC

Date

1 will carry forward to the following Monday.

2 66. Publicity: The Named Plaintiff and Class Counsel (including, without limitation,
3 all counsel listed in Paragraph 14) agree that they will not publicize or announce this Settlement
4 in press releases, marketing materials, or on the internet until after the Effective Date, unless
5 required by the Court. After the Effective Date, Named Plaintiff and Class Counsel agree that
6 references to this Settlement on their websites, the internet or in other public communications will
7 not identify Epoch as the defendant by name, unless the case is being cited and/or mentioned in a
8 filing with any state or federal court in connection with Class Counsel seeking to obtain approval
9 from the court as appointment as class counsel, or in connection with a fee request.

10 67. Continuing Jurisdiction: Except as otherwise specifically provided herein,
11 Department 310 of the Superior Court of the State of California for the County of Los Angeles
12 shall retain jurisdiction to enforce the terms of this Agreement following the entry of the
13 Judgment pursuant to California Code of Civil Procedure section 664.6.

14 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly-authorized
15 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
16 and with a full understanding of its consequences.

17
18
19 _____
20 Theo Ogunyode
21 Plaintiff, individually, and on behalf
22 of the Settlement Class as Class
23 Representative

_____ Date

24 _____
25 Esther Martinez
26 Chief Operations Officer, for and on
27 behalf of Defendant Epoch.com, LLC

28 _____
Date

7/30/18

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APPROVED AS TO CONTENT AND FORM:

LAW OFFICES OF ERIC A. BOYAJIAN

Eric A. Boyajian
Amaras Zargorian



July 30, 2018

By: Eric A. Boyajian
Attorneys for Plaintiff Theo
Ogunyode and the Settlement Class

Date

O'MELVENY & MYERS LLP

Michael G. McGuinness
Andrew Lichtenstein
Matthew Bahleda



7/31/18

By: Michael G. McGuinness
Attorneys for Defendant
Epoch.com, LLC

Date

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01/29/2019

EXHIBIT A

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

THEO OGUNYODE, an individual, on behalf of himself and others similarly situated,

Plaintiffs,

v.

EPOCH.COM, LLC, dba EPOCH.COM, a California Limited Liability Company, and DOES 1 through 50, inclusive,

Defendants.

Case No. BC658991

**NOTICE OF CLASS ACTION
SETTLEMENT AND RELEASE**

To: All current and former Customer Service Representatives who were employed by Epoch.com, LLC within the State of California for at least fourteen (14) working days from April 25, 2013, to February 25, 2018, inclusive.

**PLEASE READ THIS NOTICE CAREFULLY
IT MAY AFFECT YOUR LEGAL RIGHTS
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

I. INTRODUCTION

A proposed class action settlement (the "Settlement") of the above-captioned action (the "Action") pending in the Superior Court of the State of California, in and for the County of Los Angeles (the "Court"), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

A final settlement hearing will be held on _____, 2018 at _____ a.m./p.m. to determine whether the Settlement should be granted final approval. Epoch.com, LLC ("EPOCH") records show that you were employed by EPOCH in California, as a Customer Service Representative ("CSR"), for at least fourteen (14) working days, at some time during the period between April 25, 2013 to February 25, 2018, inclusive ("Class Period") and therefore are a "Class Member" in this Action. As a Class Member, you may be entitled to money under the Settlement and, unless you "opt out" of the Settlement, your legal rights may be affected. The purpose of this Notice is to (1) describe the Action, (2) inform you of the terms of the Settlement, and (3) inform you of your rights and options in connection with the Settlement.

II. SUMMARY OF THE ACTION

Plaintiff Theo Ogunyode ("Plaintiff" or "Ogunyode") alleges in the operative First Amended Complaint ("Complaint") that, within the Class Period, EPOCH employed him as a CSR and failed to reimburse necessary business expenses in violation of California Labor Code § 2802, failed to provide proper wage statements in violation of California Labor Code § 226(a), and violated the California Business & Professions Code. Plaintiff alleges that these violations resulted in harm to himself and Class Members. Plaintiff also seeks penalties related to these claims, including civil penalties pursuant to California's Private Attorneys General Act ("PAGA"). Plaintiff seeks to maintain a class action for his claims on behalf of himself as an individual, on behalf of all others similarly situated, and as a representative of all persons who have been employed by EPOCH as CSRs within the Class Period.

EPOCH denies that it violated the law in any way as described in the Complaint. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that EPOCH admits any fault, guilt, negligence, wrongdoing or liability whatsoever.

01/16/2018

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> on behalf of a Settlement Class defined as:

All current and former CSRs who were employed by Epoch within the State of California for at least fourteen (14) working days from April 25, 2013, to February 25, 2018, inclusive

At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative, and the Law Offices of Eric A. Boyajian, APC, to serve as Class Counsel.

III. SUMMARY OF SETTLEMENT TERMS

Settlement Amount. EPOCH has agreed to pay an amount not to exceed \$100,000 (the "Gross Settlement Value") to fully resolve the claims in the Action. This Gross Settlement Value ("GSV") includes, but is not limited to, all Settlement Payments to Class Members, Class Counsel's attorneys' fees and litigation expenses, all Claims Administration expenses, payments to the California Labor and Workforce Development Agency ("LWDA"), and an Enhancement Award to the Class Representative.

Claims Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Gross Settlement Value as follows, which will be subject to final Court approval:

- Claims Administration. Payment to the Claims Administrator, in the approximate amount of \$4,000, for the expense of notifying the Class Members of the Settlement, processing claims and opt-outs submitted by Class Members, forwarding to Class Counsel and Counsel for EPOCH any and all written objections, and distributing Settlement Payments.
- Attorneys' Fees and Expenses. Payment to Court-approved Class Counsel of reasonable attorneys' fees, not to exceed \$33,333.33, as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, and an additional amount for reimbursement of litigation expenses actually incurred in connection with the Action estimated to be \$12,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Service Enhancements to the Class Representative. An Enhancement Award not to exceed \$5,000 to the Class Representative to compensate him for services on behalf of the Class in initiating and prosecuting the Action. This payment is in addition to whatever payments the Class Representative is otherwise entitled to as a Class Member.
- Payment to LWDA. A payment of \$7,500 will be made to the LWDA for its portion of the Settlement allocated to amounts recoverable under the California Labor Code Private Attorneys General Act, Cal. Lab. Code §§ 2698, *et seq.*

Calculation of Class Member Awards. After accounting for the deductions described above, the remaining amount (the "Net Settlement Value" or "NSV") will be distributed to those Settlement Class members who chose not to opt out of the Settlement. The amount of each Settlement Class member's Settlement Payment will depend on the number of Eligible Pay Periods the Settlement Class member worked for EPOCH in California as a CSR during the Class Period. A member of the Settlement Class will be deemed to have worked an "Eligible Pay Period" to the extent he or she was employed for at least five (5) calendar days during any EPOCH bi-weekly pay period and had payroll activity (i.e., ultimately received wages for that pay period) during said bi-weekly pay period within the Class Period. The information concerning Eligible Pay Periods shall be based on EPOCH's records and shall be presumed to be correct, unless proof to the contrary is provided to the Claims Administrator. One hundred percent (100%) of the Net Settlement Value will be distributed to participating members of the Settlement Class who do not opt out of the Settlement, as follows:

- (i) The Claims Administrator will allocate the NSV to the Settlement Class and divide said amount by the total number of the Eligible Pay Periods, as defined above, worked by all Settlement Class members during the Class Period in order to calculate the "Pay Period Settlement Value."

(ii) The amount of the Settlement Payment disbursed to each member of the Settlement Class shall equal the number which results from multiplying the number of Eligible Pay Periods the Settlement Class member worked during the Class Period by the Pay Period Settlement Value.

EPOCH records show that, during the Class Period (i.e., from April 25, 2013 to February 25, 2018, inclusive, you were employed by EPOCH as a CSR in the State of California for [INSERT #] Eligible Pay Periods. This is the number of Eligible Pay Periods that will be used in calculating your Settlement Payment.

The parties estimate that if no Settlement Class members opt out of the Settlement, each member of the Settlement Class eligible to receive a payment will receive \$ _____ for each Eligible Pay Period they qualify for as a result of their employment at EPOCH as a CSR in the State of California during the Class Period. The amount actually paid to you may be different depending upon the number of Settlement Class members who opt out of the Settlement.

Tax Matters. No portion of the Settlement Payments will be classified as wages reportable on a W-2. Settlement Class members shall be individually responsible for their share of taxes attributable to the receipt of the Settlement Payment. Settlement Class members shall be exclusively liable for any and all tax liability, if any. Settlement Class members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Releases. Upon the final approval by the Court of the Settlement, all members of the Settlement Class who do not timely request exclusion fully release and discharge EPOCH and all of its respective past and present employees, directors, officers, attorneys, representatives, insurers, agents, parents, subsidiaries, affiliates, related companies, predecessors, successors, lessees, and assigns, and any entity that could be jointly liable with any of these (individually and collectively, "Releasees"), from any and all individual, representative and class claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, from the beginning of time to February 25, 2018, inclusive, which the Settlement Class, or individual members thereof, has, had, or hereafter may claim to have, against Releasees, or any of them, which are based on, or arise from any and/or all claims and allegations of the Settlement Class set forth in the Complaint, as well as any and all claims and allegations that could have been asserted in the Complaint based on the facts alleged therein (the "Released Claims"). Notwithstanding any other provision of this Class Notice or the Settlement, the Released Claims shall not include claims under the federal Fair Labor Standards Act ("FLSA") arising from the employment of a Settlement Class member with EPOCH unless the Settlement Class member has affirmatively opted in to this case by cashing his/her settlement check provided to him/her under this Settlement.

In order to achieve a full and complete release of Releasees by the Settlement Class of all claims arising from or related to the Complaint, each member of the Settlement Class acknowledges that this Settlement Agreement is intended to include in its effect all claims that were asserted or reasonably could have been asserted based on the facts alleged in the Complaint.

Class Members shall be bound by this release unless they formally opt-out of the settlement, except as to FLSA claims as stated above.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Settlement Hearing finally approving the Settlement.

IV. DISTRIBUTION OF SETTLEMENT PAYMENT

If you wish to receive payment, you do not need to take any action. You will automatically receive your individual Settlement Payment via first class U.S. mail from the Claims Administrator at the following Address.

Ogunyode v. Epoch.com, LLC, Claims Administration Center
<< Claims Administrator >>
<<Address >>

If you choose to dispute the number of Eligible Pay Periods EPOCH records indicate you have worked during the Class Period, you must submit documentation supporting your dispute to the Claims Administrator at the address above by _____, 2018. The Claims Administrator will resolve your dispute before issuing your individual Settlement Payment.

01/25/2018

California law protects Settlement Class members from retaliation based on their decision whether to participate in a class action settlement. Your decision to participate or not participate in this Settlement will not impact your current or future employment with EPOCH. EPOCH takes no position regarding whether you should participate or not participate in the Settlement. It is entirely your choice.

V. RIGHT TO OPT OUT OR EXCLUDE YOURSELF

If you do not wish to participate in the Settlement of your claims, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms.** To opt out, you must submit a signed, written "Request for Exclusion" to the Claims Administrator postmarked no later than [45 calendar days from the date of mailing the Class Notice], 2018. If you submit a written Request for Exclusion which is not postmarked by _____, 2018, your request to be excluded from the Settlement will be rejected and you will be bound by the Release and all other Settlement terms. The written Request for Exclusion must expressly and clearly indicate that you have received this Class Notice, have decided not to participate in the Settlement, and desire to be excluded from the Settlement. The written Request for Exclusion must set forth your name, address, telephone number, and last four digits of your Social Security Number. Written Requests for Exclusion must be signed, dated, and mailed by first class U.S. mail or equivalent, to the address below:

Ogunyode v. Epoch.com, LLC, Claims Administration Center
<< Claims Administrator>>
<<Address>>

If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by first class U.S. mail, or the equivalent. Do not use a postage meter as that may result in a postmark not appearing on the envelope containing your written Request for Exclusion.

Any person who submits a complete and timely written Request for Exclusion shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, will not be deemed to have released the Released Claims, will be barred from submitting an objection to the Settlement, and shall receive no benefits from the Settlement. Any such person, at his or her own expense, may pursue any claims he or she may have against EPOCH.

If you choose to do nothing, and if the Court grants final approval of the Settlement, you will be deemed to have released the Released Claims. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following the directions in this section V.

VI. RIGHT TO OBJECT

If you are a Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections must be in writing, must state the full name, address, telephone number, last four digits of the social security number, the case name and number, the basis for the objection, and must be mailed to the Claims Administrator at the following address, postmarked no later than [45 calendar days from the date of mailing the Class Notice], 2018:

Ogunyode v. Epoch.com, LLC, Claims Administration Center
<< Claims Administrator>>
<<Address>>

Any Settlement Class Member wishing to object to the approval of the Settlement shall mail a written objection to the Settlement and a notice of intention to appear at the hearing on final approval of the Settlement to the Claims Administrator at the address noted above.

The Claims Administrator will promptly forward your objection(s) to Class Counsel and Counsel for EPOCH, who's addresses are the following:

TO THE SETTLEMENT CLASS: ERIC BOYAJIAN AMARAS ZARGARIAN LAW OFFICES OF ERIC A. BOYAJIAN 9301 Wilshire Boulevard, Suite 609 Beverly Hills, California 90210 Telephone: (424) 330-2350 Facsimile: (424) 330-2351	TO COUNSEL FOR EPOCH.COM, LLC: MICHAEL G. MCGUINNESS ANDREW LICHTENSTEIN MATTHEW BAHLEDA O'MELVENY & MYERS LLP 400 S. Hope Street Los Angeles, CA 90071 Telephone: (213) 430-6000 Facsimile: (213) 430-6407
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All objections or other correspondence must state the name and number of the case, which is *Ogunyode v. Epoch.com, LLC*, in the Superior Court of the State of California, in and for the County of Los Angeles, Case No. BC658991. To object to the Settlement, you must maintain your status as a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

If you wish, you may also appear at the Final Approval Hearing scheduled for _____, 2018 at _____ a.m./p.m., in Department 14, in the Superior Court of the State of California, in and for the County of Los Angeles, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear and speak at the hearing, either in person or through your own attorney.

VII. HEARING ON THE SETTLEMENT

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on _____, 2018 at _____ a.m./p.m., in Department 14, in the Superior Court of the State of California, in and for the County of Los Angeles, Spring Street Courthouse, located at 312 North Spring St., Los Angeles, CA 90012. The Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

VIII. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Class Members should contact the Claims Administrator at <<Claims Administrator>>, <<Address>>, <<Telephone Number>> with any concerns or questions regarding the Settlement. You may also refer to the pleadings, the Joint Stipulation of Class Action Settlement and Release, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of the State of California, in and for the County of Los Angeles, Spring Street Courthouse, located at 312 North Spring St., Los Angeles, CA 90012, during regular business hours of each court day, or online through the Court's Public Access System. The definitions of the capitalized terms that are not specifically defined herein may be found in the Joint Stipulation of Class Action Settlement and Release.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

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