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**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JANE ROE, et al.,

Plaintiffs,

v.

SFBC MANAGEMENT, LLC, et al.,

Defendants.

Case No. 14-cv-03616-LB

Related Case No. 19-cv-03960-LB

**AMENDMENT TO RELEASE AND
SETTLEMENT AGREEMENT**

The Honorable Laurel Beeler

JANE ROES 1 AND 2, et al.

Plaintiffs,

v.

DÉJÀ VU SERVICES, INC., et al.,

Defendants.

1 On February 11, 2022, Plaintiffs in *Roe v. SFBSC Management, LLC*, Case 3:14-cv-
 2 03616-LB (the “San Francisco Action”),¹ filed a motion for preliminary approval of a
 3 settlement reached by the parties in the San Francisco Action and in *Jane Roe 1 and 2 v. Deja*
 4 *Vu Services, Inc., et al.*, Case No. 19-cv-03960-LB (the “San Diego Action,” together with the
 5 San Francisco Action being the “Actions”). San Francisco Action ECF No. 239. The motion
 6 for preliminary approval in the San Diego Action was filed on March 7, 2022. San Diego
 7 Action ECF No. 107. On February 25, 2022 and March 21, 2022, objections to the proposed
 8 settlement were filed by several class members represented by Lichten & Liss-Riordan,
 9 P.C.² See, San Francisco Action ECF No. 244; San Diego Action ECF No. 109.

10 After extensive negotiations between the parties, an agreement has been reached
 11 improve the terms of the proposed settlement, which will resolve the objections to the Release
 12 and Settlement Agreement in the Actions.

13 The amendments include a change to paragraph 9.1 of the Release and Settlement
 14 Agreement to extend the provision of the Enhanced Terms of Employment from one year to
 15 two years after the Final Approval Date, as follows:

16 9.1 Conversion of Class Members and Entertainers to Employees. As
 17 a result of the filing of the San Diego Action and settlement negotiations to
 18 resolve the same undertaken between and among the plaintiffs thereof and the
 19 Defendants, the Clubs agreed to convert all Class Members who were a party
 20 to a Dancer Contract with any one of the Clubs (and who desired to continue to
 21 Perform at that Club) to, and to treat all Entertainers who would be Performing
 22 in their facilities in the future as, employees in accordance with applicable law.
 23 Pursuant to this Settlement and a prior iteration of it in the San Diego Action
 memorialized as the San Diego Settlement, such conversion has already taken
 place, with the conversion process having been completed by November 16,
 2018. For Settlement Class Members and for other Entertainers who commence
 or commenced Performing at a Club after the end of the Class Periods, their
 employment has been on monetary terms that are at least as favorable as

24 _____
 25 ¹ Defined terms used throughout this Amendment to Release and Settlement Agreement have the
 same meaning as those defined terms in the Release and Settlement Agreement.

26 ² Although they overlap, the groups of objectors in the San Francisco Roe Action and the San
 27 Diego Roe Action are not identical. The objectors in the San Francisco Roe Action are: Angelynn
 Hermes, Nichole Hughes, Devon Locke, Poohrawn Mehraban, Sarah Murphy, Penny Nunez, Elana
 Pera, Gypsy Vidal, Tiffany Zoumer, and Diana Tejada.

28 The objectors in the San Diego Roe Action are: Rashele Hamren, Angelynn Hermes, Nicole
 Hughes, Poohrawn Mehraban, Sarah Murphy, Penny Nunez, Elana Pera, and Gypsy Vidal.

1 specified for employee-Entertainers in the Limited National Settlement (§ 8.20
2 thereof, but with 40% dance fee commissions) for the Greater California Clubs
3 and in the San Francisco Settlement (§139 thereof, but with 40% dance fee
4 commissions) for the San Francisco Clubs (collectively, the “Enhanced Terms
5 of Employment”); with these Enhanced Terms of Employment being available
6 to those qualified individuals through at least the ~~one (1)~~ second (2nd) year
7 anniversary after the Final Approval Date, subject to Section 9.10, which
8 permits for conversion to non-employee status if permitted by changes in the
9 law. In such case, the monetary compensation paid by the Clubs to qualified
10 individuals shall not be less, if conversion occurs during such one (1) year
11 period, than what would be afforded under the Enhanced Terms of Employment
12 in this Section 9.1. Irrespective of anything contained in this Agreement to the
13 contrary, the Enhanced Terms of Employment provided for in this Agreement
14 and in the Limited National Settlement shall not be binding upon any legitimate
15 third-party successor of any of the Defendants.

16 An additional improvement is that the Parties agree that, in addition to the Class Notices
17 and Class Notice procedures set forth in the Settlement Agreement, the Settlement
18 Administrator shall mail a reminder notice to Settlement Class Members no later than 90 days
19 after the third installment payment, or Third Cash Payment (as outlined in Paragraphs 5.5
20 through 5.5.5), reminding Settlement Class Members to cash their Settlement Checks and
21 advising that, if Settlement Class Members fail to timely cash their Settlement Checks, said
22 monies will be delivered to the California State Controller’s Unclaimed Property Fund with
23 instructions as to how to search for and claim such funds.

24 After further consultation with the Settlement Administrator, it is estimated the
25 Administrative Costs of the settlement will be \$150,000 instead of \$90,000, and the parties
26 agree to amend Paragraphs 2.54 and 5.2(a)(iv) to reflect this updated estimate. The
27 Administrative Costs shall be paid from the Cash Pool—specifically, from the Initial Cash Pool
28 Deposit set forth in Paragraph 5.3(b), which is being held in the trust of account of Defendants’
attorney Bradley Shafer of Shafer & Associates P.C. pending preliminary approval of the
Settlement and this Court’s appointment of the Settlement Administrator. Nothing in this
Amendment to Release and Settlement Agreement shall be construed as increasing the amount
of the Cash Pool Defendants have agreed to pay under the Settlement Agreement.

Finally, the parties agree that Class Counsel will pay \$50,000.00 from the Attorneys’

1 Fees and Expenses Award to the law firm Lichten & Liss-Riordan, P.C. related to the attorneys’
2 fees and costs incurred in their representation of objectors to the earlier proposed settlements in
3 the San Diego Action and the San Francisco Action, which included a successful appeal to the
4 Ninth Circuit. The portion of the Cash Pool payable to Settlement Class Members shall not be
5 reduced by any fees or costs paid to Lichten & Liss-Riordan, P.C. from the Attorneys’ Fees and
6 Expenses Award; rather, such fees and/or costs shall be paid by Class Counsel to Lichten &
7 Liss-Riordan P.C. from the Attorneys’ Fees and Expenses Award to Class Counsel. The timing
8 of any such fee and/or cost payments to the Lichten & Liss-Riordan firm shall be governed by
9 Paragraphs 5.5 through 5.5.5 of the Settlement Agreement.

10 The parties further agree: (a) to file a supplement to the motion for preliminary approval
11 pursuant to FRCP 23(e)(3) to identify the amendments to the settlement agreement described
12 herein; (b) pursuant to FRCP 23(e)(5)(B)(i) the parties will seek Court approval of their
13 settlement; and (c) all objectors represented by Lichten & Liss-Riordan, P.C. shall formally
14 withdraw their objections and/or opposition to the prior version of the Release and Settlement
15 Agreement (San Francisco Action ECF No. 244 and San Diego Action ECF No. 109) and, if
16 approved, will opt-out of the Settlement in the Actions.

17 Class Counsel and Defense Counsel expressly represent that they have fully informed
18 their clients who signed the Release and Settlement Agreement of the terms of this Amendment
19 to Release and Settlement Agreement and its effect on the Release and Settlement Agreement
20 and have their consent and authority to enter into this Amendment to Release and Settlement
21 Agreement on their behalf, and that Class Counsel, Defense Counsel, and their clients who
22 signed the Release and Settlement Agreement agree to be bound by the terms of this
23 Amendment to Release and Settlement Agreement. Class Counsel and Defense Counsel further
24 agree that this Amendment to Release and Settlement agreement shall be enforceable pursuant
25 to California Code of Civil Procedure § 664.6.

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Dated: June 1, 2022

LONG & LEVIT LLP

/s/ Shane M. Cahill

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SFBSM MANAGEMENT, LLC and the SAN
FRANCISCO NIGHTCLUBS

Dated: June 1, 2022

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in Case No. 14-cv-03616-LB

Dated: June 1, 2022

SOMMERS SCHWARTZ, P.C.

/s/ Jason J. Thompson

JASON J. THOMPSON
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Attorneys for Plaintiffs JANE ROE NO. 1 and 2 in
Case No. 19-cv-03960-LB

Dated: June 1, 2022

NELSON MULLINS

/s/ Tammara N. Bokmuller

TAMMARA N. BOKMULLER
Attorneys for Defendants Déjà Vu Services, Inc.,
Harry Mohny, Grapevine Entertainment, Inc.
d/b/a Déjà Vu Showgirls; Nite Life East, LLC
d/b/a Little Darlings; Coldwater, LLC d/b/a Deja
Vu Showgirls; 3610 Barnett Ave., LLC d/b/a
Adult Superstore; Jolar Cinema of San Diego, Ltd.
d/b/a Jolar Cinema Showgirls; Showgirls of San
Diego, Inc. d/b/a Deja Vu Showgirls; Stockton
Enterprises, LLC d/b/a Deja Vu Showgirls; Cathay
Entertainment, Inc.; and, Eyefull, Inc. d/b/a Déjà
Vu Showgirls in JANE ROE NO. 1 and 2 in Case
No. 19-cv-03960-LB

