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11 IN THE UNITED STATES DISTRICT COURT

12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 JANE ROES 1-2 *et al.*,
14 Plaintiffs,
15 v.
16 SFBSC MANAGEMENT, LLC, *et al.*,
17 Defendants.

Civil Case No. 14-cv-03616-LB

Related Cases:
16-cv-03371-LB
17-cv-00138-LB
17-cv-05288-LB
17-cv-06971-LB
19-cv-03960-LB

**PLAINTIFFS’ NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

18
19 JANE ROES 1-2 *et al.*,
20 Plaintiffs,
21 v.
22 DÉJÀ VU SERVICES, INC., *et al.*,
23 Defendants.

The Honorable Laurel Beeler

Date: November 17, 2022
Time: 9:30 A.M.
Courtroom: Courtroom C, 15th Floor
450 Golden Gate Avenue
San Francisco, California

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NOTICE OF MOTION AND MOTION

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that on November 17, 2022, at 9:30 a.m., or as soon thereafter as the matter may be heard, in Courtroom C of the Northern District of California, San Francisco Division, located at 450 Golden Gate Avenue, San Francisco on the 15th Floor, Plaintiffs Jane Roe 1 and Jane Roe 3 in *Roe v. SFBSC Management, LLC*, No. 14-cv-03616-LB (San Francisco Action) and Plaintiffs Jane Roe 1 and Jane Roe 2 in *Roe 1 and 2 v. Déjà Vu Services, Inc.*, No. 19-cv-03960-LB (San Diego Action transferred to this district) (collectively, “Plaintiffs”), whom the Court appointed as the Settlement Class Representatives in its Preliminary Approval Order, will and hereby do move the Court jointly, pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b), and Rule 23(c) and (e) of the Federal Rules of Civil Procedure, for final approval of the Release and Settlement Agreement, as amended (*see* Ex. B to ECF 239-1, at ECF page 47 *et seq.* and ECF 263-1 at Ex. 1) (the “Agreement” or the “Settlement”). The motion will be based on this Notice, the following Memorandum of Points and Authorities, the declaration of Mary Butler filed herewith, the other records, pleadings, and papers filed in this action, and any evidence or argument presented at the hearing on this motion.

DATED: September 6, 2022

Respectfully submitted,

THE TIDRICK LAW FIRM LLP

By: 

STEVEN G. TIDRICK, SBN 224760
JOEL B. YOUNG, SBN 236662

Attorneys for Plaintiffs and the Putative Class

SOMMERS SCHWARTZ, PC

By: /s/ Jason J. Thompson
Jason J. Thompson, Esq. (*Pro Hac Vice*)

Attorneys for Plaintiffs and the Putative Class

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this motion, Plaintiffs seek final approval of a proposed class settlement and certification of a class and collective action for settlement purposes. The parties reached settlement through arm's-length bargaining. The settlement will result in significant financial benefit to class members. The applicable notices clearly apprised class members of their rights to participate in, object to, or opt out of the settlement. There is no suggestion of anything other than good faith and fair dealing on all material issues related to the resolution of the action. Therefore, Plaintiffs respectfully submit that the proposed settlement warrants final approval.

II. NATURE OF THE CASE AND PROCEDURAL HISTORY, AND SUMMARY OF KEY TERMS OF THE SETTLEMENT AGREEMENT

In the interests of efficiency, Plaintiffs refer the Court to (1) Plaintiffs' motion for preliminary approval of settlement, and (2) the Court's order that preliminarily approved the settlement, both of which describe the case and its procedural history. *See* Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, ECF No. 239 at 12:1-19:4; Preliminary Approval Order, ECF No. 268 at 2:9-7:16.¹ That motion and order also include summaries of the terms of the settlement agreement. *See* Plaintiffs' Motion for Preliminary Approval, ECF No. 239 at 19:5-24:24; Preliminary Approval Order, ECF No. 268 at 7:18-15:16; Release and Settlement Agreement, as amended (see Ex. B to ECF 239-1, at 47 *et seq.* and ECF No. 263-1 at Ex. 1) (the "Settlement Agreement," "Agreement," or "Settlement").

III. KEY FACTS SINCE PRELIMINARY APPROVAL

The following are key events that have transpired, and new information that is available, since the Court granted preliminary approval of the class settlement on June 30, 2022.

A. Notice Was Sent to the Settlement Class

Pursuant to the Court's order of preliminary approval, on June 30, 2022, Defendants' counsel provided the Court-appointed settlement administrator, Simpluris, Inc. ("Simpluris"),

¹ Record citations refer to material in the Electronic Case File ("ECF"); pinpoint citations are to the ECF-generated page numbers at the top of the documents.

1 with a mailing list containing each Settlement Class Member’s legal name, most recent mailing
2 address if available, email address if available, phone numbers if available, Social Security
3 Numbers if available, and the amount of Form 1099 payments paid to each Class Member. See
4 Declaration of Mary Butler Regarding Notice and Settlement Administration (“Butler Decl.”),
5 filed herewith, ¶ 5. The Class List contained data for 8,402 unique Class Members. *Id.*

6 On August 19, 2022, Simpluris sent a physical copy of the Court-approved Notice Packet,
7 via the U.S. Postal Service, to 8,261 Settlement Class Members with a valid address. *Id.* ¶ 6. Prior
8 to the mailing, Simpluris processed and updated the addresses utilizing the National Change of
9 Address Database (“NCOA”) maintained by the U.S. Postal Service. *Id.* The NCOA contains
10 changes of address filed with the U.S. Postal Service. *Id.* For any individual who had filed a
11 change of address request with the U.S. Postal Service, Simpluris mailed the Notice Packet to the
12 address listed with the NCOA. *Id.* For the 141 Settlement Class Members who did not have a
13 valid address, Simpluris performed a skip trace search through Lexis Nexis (Accurint) and was
14 unable to locate a valid address for these members and therefore a physical Notice Packet was not
15 mailed to these 141 Settlement Class Members. *Id.* Of the 8,261 Notice Packets mailed, a total of
16 2,259 Notice Packets were returned to Simpluris. *Id.* Through advanced address searches (skip-
17 trace), Simpluris located 1,770 updated addresses and promptly mailed a Notice Packet to those
18 updated addresses. *Id.* As of the most recent reporting, there are 483 Notice Packets that remain
19 undeliverable via USPS, reflecting 5.84% of the total Settlement Class. *Id.*

20 On August 19, 2022, Simpluris also sent the Court-approved notice via e-mail to 643
21 Settlement Class Members with a valid e-mail address. *Id.* Of the 643 emails sent, 14 were
22 undeliverable. *Id.* ¶ 7.

23 To summarize, as of the most recent reporting, the notice has been successfully delivered
24 to 92.57% of the Settlement Class by physical mailing and to 7.49% of the Settlement Class by e-
25 mail. After accounting for individuals who were sent notice via both methods (*i.e.*, by physical
26 mail and by e-mail), the notice has been successfully delivered to 93.78% of the Settlement Class.
27 *Id.* ¶ 8.

28 Consistent with the Court’s order of preliminary approval, the class notice specified a

1 deadline (postmark date) of October 17, 2022 for exclusions (opt-outs), objections, and for
2 submission of dance fee payment election forms. *See id.* at ¶ 6, Ex. A.

3 Simpluris will submit an updated declaration after that deadline has passed (*i.e.*, after
4 October 17, 2022) prior to the November 17, 2022 hearing on final approval. *Id.* ¶ 17.

5 **B. Online Posting of the Settlement Agreement and Operative Complaints**

6 As stated in the notice that was mailed and e-mailed to class members on August 19,
7 2022, a full copy of the Settlement Agreement and the operative complaints are online at
8 www.SFBSCsettlement.com and have been since August 19, 2022 (*i.e.*, for the entire time
9 since the class notice was mailed to the class members). *Id.* ¶ 14.

10 **C. Other Online Postings**

11 Information about the settlement has also been posted online at StripperWeb.com, on the
12 IEAU website, and has also been distributed via Facebook, as detailed in the Settlement
13 Administrator’s declaration. *Id.* ¶ 15 & Exs. D-F.

14 **D. Positive Response by Settlement Class Members**

15 The response of Settlement Class members has been positive overall. As of the most
16 recent reporting, only one class member had requested exclusion from the Settlement Class. *Id.*
17 ¶ 11. The Settlement Administrator has not received any objections. *Id.* ¶ 12. Objections that had
18 previously been filed were withdrawn prior to the Court’s order granting preliminary approval, as
19 the Court discussed in that order. *See* ECF No. 268 at 7.

20 **IV. LEGAL STANDARDS FOR CERTIFICATION OF SETTLEMENT CLASS AND**
21 **FINAL APPROVAL OF CLASS SETTLEMENT**

22 **A. Class Claims Settled Under Rule 23**

23 **1. Criteria**

24 Rule 23(e) of the Federal Rules of Civil Procedure provides that settlement of the claims
25 of a certified class is subject to the court’s approval. In the Ninth Circuit, settlement of class
26 actions is generally favored as a matter of “strong judicial policy.” *Alberto v. GMRI, Inc.*, 252
27 F.R.D. 652, 658 (E.D. Cal. 2008) (citing *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276
28 (9th Cir. 1992)).

1 That principle is subject to certain limitations when the parties to a class action agree to
2 settle before a class is certified. To ensure that the proposed class is appropriate and protect the
3 interests of absent members of the class, courts are required to “pay” undiluted, even heightened,
4 attention “to class certification requirements” and consider whether the proposed settlement
5 “taken as a whole” “is fundamentally fair, adequate, and reasonable.” *Staton v. Boeing Co.*, 327
6 F.3d 938, 952 (9th Cir. 2003) (citing *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620, 117 S.
7 Ct. 2231 (1997) and quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019, 1026 (9th Cir.
8 1998)). Thus, before it can approve the proposed settlement, the Court must determine whether
9 the class satisfies all four criteria of Federal Rule of Civil Procedure 23(a) and one prong of Rule
10 23(b). *Alberto*, 252 F.R.D. at 659. The Court must also determine whether the proposed
11 settlement terms are fair to the class as a whole, reasonable, and adequate. *Id.*

12 2. Procedure

13 Procedurally, the reviewing court’s evaluation is conducted in two stages. *Alberto*, 252
14 F.R.D. at 658. At the first stage, the court conditionally certifies a class for settlement purposes,
15 preliminarily approves the settlement pending the “fairness hearing,” and authorizes notice of the
16 proposed class settlement to be given to the class. *Id.* (citations omitted). *See also* MANUAL FOR
17 COMPLEX LITIGATION (Fourth) § 21.632 (2004) (“MANUAL FOR COMPLEX LITIGATION”)
18 (summarizing “preliminary fairness review”). In this case, the first stage has been completed.

19 Stage two is the fairness hearing, set for a time after notice has been provided to the class
20 and class members have had an opportunity to submit claims or objections to the proposed
21 settlement or to opt out. *Alberto*, 252 F.R.D. at 659 (citations omitted). At or after the fairness
22 hearing, taking into account the responses of class members and any additional information
23 gained, the court reaches a final determination about whether the proposed settlement should be
24 approved. *Id.*

25 B. Standards for Class Settlement of FLSA Claims

26 Employee claims under the FLSA may not be settled without supervision of either the
27 Secretary of Labor or a district court. The proper procedure for obtaining court approval of the
28 settlement of FLSA claims is for the parties to present to the court a proposed settlement, upon

1 which the district court may enter a stipulated judgment only after scrutinizing the settlement for
 2 fairness. In reviewing the fairness of such a settlement, a court must determine whether the
 3 settlement is a fair and reasonable resolution of a *bona fide* dispute. *See Lynn’s Food Stores, Inc.*
 4 *v. United States*, 679 F.2d 1350, 1352-55 (11th Cir. 1982); *McKeen-Chaplin v. Franklin Am.*
 5 *Mortg. Co.*, 2012 U.S. Dist. LEXIS 179635, at *6 (N.D. Cal. Dec. 19, 2012). “If a settlement in
 6 an employee FLSA suit does reflect a reasonable compromise over issues, such as FLSA
 7 coverage or computation of back wages, that are actually in dispute[,] . . . the district court [may]
 8 approve the settlement in order to promote the policy of encouraging settlement of litigation.”
 9 *Yue Zhou v. Wang’s Rest.*, 2007 U.S. Dist. LEXIS 60683, at *2-4 (N.D. Cal. Aug. 8, 2007)
 10 (citations omitted, brackets in original); *accord Stevens v. Safeway Inc.*, 2008 U.S. Dist. LEXIS
 11 17119, at *12-13 (C.D. Cal. Feb. 25, 2008). The standard for approving a proposed settlement of
 12 FLSA claims “is similar to that used in evaluating settlements under Rule 23(e)”: “the district
 13 court’s role ... ‘must be limited to the extent necessary to reach a reasoned judgment that the
 14 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
 15 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all
 16 concerned.” *Stevens*, 2008 U.S. Dist. LEXIS 17119, at *13-14 (quoting *Officers for Justice v.*
 17 *Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied*, 459 U.S. 1217, 103 S.Ct.
 18 1219 (1983)).

19 **V. THE COURT SHOULD GRANT FINAL APPROVAL**

20 **A. Conditional Certification of the Class for Settlement Purposes Is Warranted**

21 The Court conditionally certified the class in its order granting preliminary approval of the
 22 settlement. *See* ECF No. 268 at 17:23-24. For the same reasons set forth in Plaintiffs’ motion for
 23 preliminary approval, Plaintiffs request that the Court grant final approval of the settlement,
 24 including the certification of the Settlement Class as a collective action under the FLSA and
 25 certification of the class action pursuant to Rule 23 of the Federal Rules of Civil Procedure (“Rule
 26 23”). *See* Plaintiffs’ Motion for Preliminary Approval, ECF No. 239 at 25-42.

27 **B. The Proposed Settlement Is Fair, Reasonable, and Adequate**

28 **1. The Court Already Granted Preliminary Approval**

1 The Court granted preliminary approval of the settlement on June 30, 2022 (ECF No.
2 268). At that stage, the question was whether the proposed settlement falls within the “range of
3 possible approval” and appears to be sufficiently fair, reasonable, and adequate to warrant
4 distributing notice to class members informing them about the proposed settlement and their
5 options for responding and participating. *Molski v. Gleich*, 318 F.3d 937, 944 (9th Cir. 2003). *See*
6 *also* MANUAL FOR COMPLEX LITIGATION § 21.632. “Once the judge is satisfied as to the . . .
7 results of the initial inquiry into the fairness, reasonableness and adequacy of the settlement,” the
8 court should direct notice to issue and schedule a final approval hearing. *Id.*, § 21.633 at 321.

9 2. The Class Supports the Settlement

10 The Court-approved notice was sent to the Settlement Class members on August 19, 2022.
11 That notice informs the Settlement Class members regarding the terms of the settlement, the
12 monetary relief, the allocation formula, and their right to opt out or object to the settlement. While
13 the deadline for exclusions and objections has not yet elapsed, the Settlement Administrator has
14 reported that so far, only one (1) of the 8,402 putative class members have requested to be
15 excluded, and no objections have been received. Objections that had previously been filed were
16 withdrawn prior to the Court’s order granting preliminary approval. *See* ECF No. 268 at 7.

17 The absence of a large number of opt-outs and objections demonstrates a general
18 acceptance of the Settlement by Class Members. “[T]he absence of a large number of objections
19 to a proposed class action settlement raises a strong presumption that the terms of a proposed
20 class settlement action are favorable to the class members. Thus, the Court may appropriately
21 infer that a class action settlement is fair, adequate, and reasonable when few class members
22 object to it.” *Ching v. Siemens Indus.*, 2014 U.S. Dist. LEXIS 89002, at *18-19 (N.D. Cal. June
23 27, 2014) (citations and internal quotations omitted). *See also Corson v. Toyota Motor Sales*
24 *U.S.A.*, 2016 U.S. Dist. LEXIS 46757, at *22-23 (C.D. Cal. Apr. 4, 2016) (“Here, KCC has
25 received only one objection to the Settlement Agreement and 99 timely requests for exclusion.
26 Given the small number of opt-outs and objections, the Court finds that this factor weighs in favor
27 of final approval.”) (citation omitted); *In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, 396
28 F.3d 922, 933 (8th Cir. 2005) (“Clearly, the number of objectors in this case fell well below the

1 four percent of objectors paraded in *Petrovic*. The district court has a duty to the silent majority as
 2 well as the vocal minority. While we agree that these vocal objectors should also be considered,
 3 we do not believe that disapproval of the settlement is warranted in this case.”) (citations omitted)
 4 (citing *Petrovic v. AMOCO Oil Co.*, 200 F.3d 1140, 1152 (8th Cir. 1999), *DeBoer v. Mellon*
 5 *Mortgage Co.*, 64 F.3d 1171, 1177 (8th Cir. 1995), *cert denied*, 517 U.S. 1156, 134 L. Ed. 2d
 6 648, 116 S. Ct. 1544 (1996)). *See, e.g., Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 118-19 (3d
 7 Cir. 1990) (approving settlement where “only” 29 objections were made in a 281-member class);
 8 *Marshall v. NFL*, 787 F.3d 502, 513 (8th Cir. 2015) (“We have previously approved class-action
 9 settlements even when almost half the class objected to it.”); *Elliott v. Sperry Rand Corp.*, 680
 10 F.2d 1225, 1226-27 (8th Cir. 1982) (finding no abuse of discretion even though both named
 11 plaintiffs objected to it and 790 of approximately 3,000 members objected); *Van Horn v. Trickey*,
 12 840 F.2d 604, 606 (8th Cir. 1988) (180 of 400 inmates objecting).

13 **3. All Other Relevant Factors Also Support Final Approval**

14 Factors relevant to whether a proposed class settlement should be approved include:
 15 “(1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of
 16 further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the
 17 amount offered in settlement; (5) the extent of discovery completed and the stage of the
 18 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
 19 participant; and (8) the reaction of the class members to the proposed settlement.” *Churchill*
 20 *Village, LLC v. General Electric*, 361 F.3d 566, 575 (9th Cir. 2004). Another consideration is
 21 whether the settlement is “the product of collusion among the negotiating parties.” *Id.* at 576.

22 The Strength of the Plaintiffs’ Case

23 If the case were to proceed to trial and Defendants convinced the finder of fact that
 24 Plaintiffs were not misclassified, the total damages for the class members could be zero. If
 25 Plaintiffs were to prevail on liability at trial, then the amount of damages awarded could fall
 26 within a wide range, based on the number of workdays in which a class member’s pay fell
 27 below the minimum wage, the statute of limitations, and the potential punitive damages,
 28 among other factors. For example, if Defendants established that any violation was not

1 willful, the third year of the statute of limitations would be eliminated for the FLSA claims.
2 If, on the other hand, Plaintiffs convinced the finder of fact that class members were entitled
3 to many hours per week of overtime pay, and succeeded in obtaining a three-year statute of
4 limitations under the FLSA, the total classwide damages would be higher.

5 Because the variables in a wage-and-hour damage analysis cause the numbers to vary
6 so widely, as shown above, it is often difficult to pinpoint a realistic “potential recovery” in a
7 wage-and-hour case such as this one. Plaintiffs’ best-case damages estimate is \$45.8 million.²
8 Accordingly, the proposed settlement, the value of which is at least \$6.5 million, is clearly
9 substantial.³ This is not a settlement where the aggregate value is large simply because the
10 size of the class is in the tens or hundreds of thousands. Instead, class members are eligible to
11 recover significant financial benefit. These considerations indicate that the proposed
12 settlement is adequate and reasonable. This conclusion is reinforced by considering such
13 factors as the risk that a class might not be certified or might be significantly smaller than
14 proposed, and the time, expense, and complexity of the litigation, including risk associated
15 with the pending appellate proceeding and the possibility of further appellate proceedings. In
16 light of Plaintiffs’ counsel’s analysis of the estimated value of the claims, the gross settlement
17 amount is adequate and reasonable.

18 While Class Counsel believe that Plaintiffs’ claims are meritorious, they are experienced
19 class action litigators, and understand that the outcome of Plaintiffs’ anticipated motion to certify
20 the class, Defendants’ anticipated motion to decertify the class, trial, and any further appeals were
21 inherently uncertain, as well as likely to consume many more months, even years. Having
22 extensively investigated the facts and researched the pivotal legal and factual issues, counsel for
23 the parties, experienced class action litigators well versed in wage and hour law, arrived at a
24

25 _____
26 ² See Preliminary Approval Order of June 30, 2022, ECF No. 268 at 19 & n.68 (citing Thompson
Decl., *id.* – ECF No. 239-1 at 8–10 (¶¶ 26–34), 31–32 (¶ 113)).

27 ³ See Preliminary Approval Order of June 30, 2022, ECF No. 268 at 9:9-11 (“The total Settlement
28 Consideration is at least \$6.5 million (all non-reversionary), divided into a Cash Pool of \$4
million, a Dance Fee Pool of \$500,000, and changed business practices valued at a minimum of
\$2,000,000.”). See Supplemental Brief, ECF No. 263 at 4:28-5:4.

1 reasonable resolution through a protracted and arm's-length mediation and negotiation process,
2 which continued into all details of the settlement agreement and the proposed class notice.

3 The Risk, Expense, Complexity, And Likely Duration of Further Litigation

4 The Court must weigh the benefits of the proposed settlement against the expense and
5 delay involved in achieving an equivalent or more favorable result at trial. *See, e.g., Officers for*
6 *Justice*, 688 F.2d at 625; *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971). The policy that
7 favors settlement of class actions and other complex cases applies with particular force here.
8 Employment cases, and specifically wage and hour cases, are expensive and time-consuming.
9 That this is a class action further amplifies the economies of time, effort, and expense achieved by
10 the settlement. The settlement, on the other hand, provides to all class members substantial relief,
11 promptly and efficiently. The settlement in this case is therefore consistent with the “overriding
12 public interest in settling and quieting litigation” that is “particularly true in class action suits.”
13 *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976) (footnote omitted); *see also* 4
14 NEWBERG ON CLASS ACTIONS § 11.41 (citing cases).

15 Indeed, there are significant risks that the putative class would face if the litigation were to
16 continue.

17 First, there is the risk that no FLSA collective or Rule 23 class would be certified, the risk
18 that an order certifying an FLSA collective or a Rule 23 class would be overturned on appeal, and
19 the risk that a certified class would later be decertified, each of which is a significant risk in a
20 case such as this. *See, e.g., Tijerino v. Stetson Desert Project LLC*, No. CV-15-2563-PHX-SMM,
21 2017 U.S. Dist. LEXIS 150438 (D. Ariz. June 21, 2017) (order in case alleging exotic dancer
22 misclassification denying plaintiff's renewed motion for conditional certification under the FLSA,
23 and accordingly not authorizing notice to potential FLSA opt-ins); *David v. Bankers Life & Cas.*
24 *Co.*, 2015 WL 3994975, at *8 (W.D. Wash. June 30, 2015) (granting defendant's motion to
25 decertify class in case alleging misclassification of insurance agents as independent contractors,
26 reasoning that “individualized fact questions” as to each agent's work experience would
27 “predominate over common ones.”); *Collins v. Barney's Barn, Inc.*, 2013 WL 1668984, at *1
28 (E.D. Ark. Apr. 17, 2013) (denying motion for conditional certification of an FLSA collective in

1 a case alleging that exotic dancers were misclassified as independent contractors); *Edwards v.*
2 *Publishers Circulation Fulfillment, Inc.*, 268 F.R.D. 181, 189 (S.D.N.Y. 2010) (declining to
3 certify class of workers claiming to be employees where case required “an individualized
4 assessment of [defendant’s] relationship” with each worker); *Carter v. Figueroa Grp., Inc.*, 2013
5 WL 5945725, at *3 (Cal. Ct. App. Nov. 7, 2013) (affirming denial of plaintiff’s motion for class
6 certification in a case alleging misclassification of exotic dancers as independent contractors
7 where “the weight of the evidence showed [the club] did not control the manner and means by
8 which the dancers’ work was performed, and determined appellant failed to show ‘that common
9 questions can be used to determine the degree of control exercised by Defendant over the
10 dancers.’”); *Ali v. U.S.A. Cab Ltd.*, 176 Cal. App. 4th 1333, 1350, 1354 (2009) (affirming trial
11 court’s order denying motion for class certification in case alleging misclassification of taxi
12 drivers as independent contractors, reasoning that “[a]lthough the leases and training manuals
13 [were] uniform, the [trial] court reasonably found the testimony of putative class members would
14 be required on the issues of employment and fact of damage”).

15 Second, there is the risk that Plaintiffs could lose on the merits, either on summary
16 judgment or at trial. In many exotic dancer misclassification cases, plaintiffs have lost on the
17 merits. In *Tijerino v. Stetson Desert Project LLC*, No. CV-15-2563-PHX-SMM, 2017 U.S. Dist.
18 LEXIS 150438 (D. Ariz. June 21, 2017), Judge Stephen McNamee of the United States District
19 Court for the District of Arizona ruled that exotic dancers at Le Girls Gentlemen’s Club in
20 Phoenix failed to establish that they were employees and thus denied conditional certification of
21 their FLSA claim. While Judge McNamee acknowledged several cases in which Courts found
22 that exotic dancers had been misclassified, he also found that the issue must be determined on a
23 case-by-case basis. *Id.* at *5-6. Notably, based on the evidence produced and arguments made by
24 Defendants throughout this litigation, they may be able to draw several comparisons to the facts
25 in *Tijerino*. Moreover, the question of whether exotic dancers are misclassified has been litigated
26 in San Francisco and was decided in the favor of one of the very same nightclubs in this case
27 (Chowder House, Inc. d/b/a/ Hungry I). See *Buel v. Chowder House, Inc.*, 2006 WL 1545860
28 (Cal. App. June 7, 2006) (“On appeal, Buel contends that the jury erred in finding her to be an

1 independent contractor. We conclude that the jury verdict was supported by substantial evidence
2 and affirm.”). *See also Marljar v United States*, 151 F.3d 962, 966 (9th Cir. 1998) (“[t]he
3 government has never contended that the dancers are employees as a matter of law, and for good
4 reason: because the dancers have discretion in deciding for whom, when and how to perform,
5 there is a serious question as to whether they are employees.”); *Matson v. 7455, Inc.*, 2000 WL
6 1132110, at *4 (D. Or. Jan. 14, 2000) (“the plaintiff has failed to establish any material fact
7 disputing her status as an independent contractor. Accordingly, her F.L.S.A. claim cannot survive
8 summary judgment.”); *Hilborn v. Prime Time Club, Inc.*, 2012 WL 9187581, at *1 (E.D. Ark.
9 July 12, 2012) (finding that exotic dancers were not “employees” under the FLSA or state law,
10 and granting summary judgment in favor of the defendant). In this case, numerous affirmative
11 defenses have been pleaded that, if successful, could bar any recovery. ECF No. 63 (Answer to
12 First Amended Complaint).

13 The above-described risks favor final approval.

14 The Risk of Maintaining Class Action Status Throughout The Trial

15 As discussed above, there is the risk that no FLSA collective or Rule 23 class would be
16 certified, the risk that an order certifying an FLSA collective or a Rule 23 class would be
17 overturned on appeal, and the risk that a certified class would later be decertified, each of which
18 is a significant risk in a case such as this. Plaintiffs have argued, and would continue to argue if
19 the case were to proceed, that class action status is warranted in this case. Nevertheless, the risk
20 of decertification is a factor that favors approval of the settlement. *See generally Gen. Tel. Co. of*
21 *Sw. v. Falcon*, 457 U.S. 147, 160 (1982) (district court may decertify a class at any time).
22 Accordingly, this factor favors final approval.

23 The Amount Offered in Settlement

24 In an analogous class action, the court aptly observed that it would have been irrational for
25 most, and probably all, class members to pursue their claims on an individual basis “because of
26 the disparity between their litigation costs and what they hope to recover.” *Loc. Joint Exec. Bd. of*
27 *Culinary/Bartender Tr. Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1163 (9th Cir. 2001)
28 (noting that “[t]his case involves multiple claims for relatively small individual sums”).

1 The recovery provided through the settlement is substantial, especially as its adequacy
2 must be judged as “a yielding of absolutes and an abandoning of highest hopes. . . . Naturally, the
3 agreement reached normally embodies a compromise; in exchange for the saving of cost and
4 elimination of risk, the parties each give up something they might have won had they proceeded
5 with litigation” *Officers for Justice*, 688 F.2d at 634 (citation omitted). Accordingly, the
6 settlement is not to be judged against a speculative measure of what might have been achieved.
7 *Linney v. Cellular Alaska P’ship*, 151 F .3d 1234, 1242 (9th Cir. 1998). An additional
8 consideration is that the settlement provides for payment to the class now, rather than many years
9 down the road, if ever. *See City of Detroit v. Grinnell Corp.*, 495 F .2d 448, 463 (2d Cir. 1974).

10 Thus, considering the probability of lengthy litigation in the absence of a settlement, the
11 risk of not prevailing at trial or on appeal, and the risk of being compelled to arbitration, it is no
12 exaggeration to predict that without using the class action process, the relief that individual
13 members of the class were likely to achieve ranged from negligible to zero. Consequently, the
14 settlement satisfies the criterion of adequacy. *See* MANUAL FOR COMPLEX LITIGATION § 21.62
15 (“Adequacy of the settlement involves a comparison of the relief granted relative to what class
16 members might have obtained without using the class action process.”).

17 A comparison of this settlement to the settlements in other wage-and-hour cases alleging
18 misclassification of exotic dancers provides an additional basis for finding that the settlement is
19 adequate.

20 First, in *Jane Doe v. Cin-Lan, Inc.*, Case No. 2:08-CV-12719 (E.D. Mich.), the court
21 approved a classwide settlement of \$11.3 million for a settlement class consisting of 22,087
22 exotic dancers. That settlement provided for a maximum of \$1,333,333 for dancer cash claims out
23 of a cash pool of \$2 million, distributed to claimants in an amount of \$50 per performance date up
24 to a maximum of \$500 per claimant, subject to the limitation that if claims exceeded \$1,333,333,
25 the payments would be reduced on *pro rata* basis to \$1,333,333 total. *See* ECF No. 128 at 6-90
26 (Ex. 1) (settlement), §§ 5.2.1, 5.4.4, 5.5. That settlement also provided for a “Dancer Rent Credit
27 Pool” of \$9 million that could be claimed by class members who do not submit cash claims and
28 do not opt out, subject to maximums of \$100 for class members who performed 10 or fewer

1 performance dates, \$500 for class members who performed 11 to 24 performance dates, and
2 \$1,000 for class members who performed more than 24 performance dates. *Id.* §§ 3.20, 5.2.2, 5.6,
3 5.6.1, 5.6.3. *See also* ECF No. 128 at 91-97 (Ex. 2) (order granting final approval).

4 Second, in *Nuno v. Shac, LLC et al.*, Case No. A-09-602800-C (Clark County Nevada),
5 the court approved a classwide settlement of \$6 million for a settlement class of approximately
6 10,000 exotic dancers. *See* ECF No. 128 at 98-118 (Ex. 3) (settlement); ECF No. 128 at 119-132
7 (Ex. 4) (docket reflecting order granting final approval).

8 Third, in *Trauth v. Spearmint Rhino Companies Worldwide*, Case No. 5:09-cv-01316
9 (C.D. Cal.), the court approved a classwide settlement of \$12.97 million for a settlement class of
10 more than 11,000 exotic dancers. *See* ECF No. 128 at 133-314 (Ex. 5) (settlement agreement).
11 *See also Trauth v. Spearmint Rhino Cos. Worldwide*, 2012 U.S. Dist. LEXIS 144816 (C.D. Cal.
12 Oct. 5, 2012) (order granting final approval).

13 Fourth, in *Does 1-2 v. Déjà Vu Services, Inc.*, Case No. 2:16-cv-10877 (E.D. Mich.), the
14 court granted final approval to a settlement of \$6.5 million for a class consisting of “[b]etween
15 45,000 and 50,000 dancers at 64 clubs nationwide.” *See* ECF No. 128 at 315-412 (Ex. 6). *See also*
16 *Doe v. Deja Vu Servs.*, 2017 U.S. Dist. LEXIS 18369, at *4 (E.D. Mich. Feb. 9, 2017) (“The
17 Court has granted preliminary approval to the parties’ settlement agreement and found the
18 settlement terms reasonable, fair, and adequate.”); *Doe 1-2 v. Deja Vu Servs., Inc.*, 2017 WL
19 2629101, at *8 (E.D. Mich. June 19, 2017) (“The Court finds the settlement is the result of a
20 bona-fide dispute, and the terms established in the settlement are a fair, reasonable, and adequate
21 resolution of the claims.”) (overruling objections and granting final approval).

22 The value of the settlement should also be weighed against the risk of no recovery. It
23 bears noting that, in 2004, when the question of whether exotic dancers are misclassified was
24 litigated in San Francisco against one of the very same nightclubs in this case, the jury returned a
25 verdict in the favor of the defendant, awarding *nothing* to the plaintiff (Chowder House, Inc.
26 d/b/a/ Hungry I). *See Buel v. Chowder House, Inc.*, 2006 WL 1545860 (Cal. App. June 7, 2006)
27 (“On appeal, Buel contends that the jury erred in finding her to be an independent contractor. We
28 conclude that the jury verdict was supported by substantial evidence and affirm.”).

1 A comparison of the amount obtained through settlement with Plaintiffs’ best-case
 2 damages estimate of \$45.8 million further demonstrates that the amount of the settlement is
 3 adequate.⁴ As the Court stated in its order granting preliminary approval: “Courts routinely assess
 4 a class’s recovery by comparing the gross rather than net settlement amount to the best-case
 5 damages scenario, *see, e.g., Vicerol v. Mistras Grp., Inc.*, No. 15-cv-02198-EMC, 2016 WL
 6 5907869, at *2, *7–8 (N.D. Cal. Oct. 11, 2016), and twelve percent of the best-case scenario is
 7 within the range courts approve.” *See* ECF No. 268 at 19-20 (citing cases). Indeed, a “settlement
 8 amounting to only a fraction of the potential recovery does not per se render the settlement
 9 inadequate or unfair.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000)
 10 (quoting *Officers for Justice*, 688 F.2d at 628) (internal quotation marks omitted). *See, e.g.,*
 11 *Strube v. Am. Equity Investment Life Ins. Co.*, 226 F.R.D. 688, 698 (M.D. Fla. 2005) (approving
 12 settlement equal to 2% of estimated potential recovery); *In re Toys R Us-Del., Inc.—Fair &*
 13 *Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 453-54 (C.D. Cal. 2014)
 14 (granting final approval of a settlement providing for consideration reflecting 3% of possible
 15 recovery); *Reed v. 1-800 Contacts, Inc.*, 2014 U.S. Dist. LEXIS 255, 2014 WL 29011, at *6 (S.D.
 16 Cal. Jan. 2, 2014) (granting final approval where settlement represented 1.7% of possible
 17 recovery (net settlement fund of \$8,288,719.16, resolving claims worth potentially
 18 \$499,420,000)); *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 986 F.
 19 Supp. 2d 207, 229 (E.D.N.Y. 2013) (granting final approval to antitrust class action settlement
 20 representing approximately 2.5% of the highest damages estimate as “within the range of
 21 reasonableness in light of the best possible recovery and in light of all the attendant risks of
 22 litigation”); *City of Detroit*, 495 F.2d at 455 n.2 (“there is no reason, at least in theory, why a
 23 satisfactory settlement could not amount to a hundredth or even a thousandth part of a single
 24 percent of the potential recovery”).

25 Accordingly, this factor favors final approval.

26 The Extent of Discovery Completed and The Stage of the Proceedings

27 _____
 28 ⁴ *See* Preliminary Approval Order, ECF No. 268 at 19 & n.68 (citing Thompson Decl., id. – ECF
 No. 239-1 at 8–10 (¶¶ 26–34), 31–32 (¶ 113)).

1 Plaintiffs’ counsel conducted an extensive investigation of the claims and defenses in this
2 case, including reviewing payroll data for the nightclubs at issue. As a result, Plaintiffs’ counsel
3 was in a position to make informed decisions regarding settlement. This favors final approval.

4 The Experience and Views of Counsel

5 Plaintiffs’ counsel are experienced class action litigators, and they recommend the
6 settlement. This factor favors final approval.

7 The Presence of a Governmental Participant

8 This factor is inapplicable and neutral because no government entity participated in the
9 case, but if the Court were to consider this factor, it could find that despite notice to relevant
10 federal and state authorities as required by the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)
11 (“CAFA”), none objected to the settlement or submitted adverse comments concerning it, and
12 therefore conclude that this factor favors final approval. *See Shvager v. ViaSat, Inc.*, 2014 WL
13 12585790, at *11 (C.D. Cal. Mar. 10, 2014) (“This factor is inapplicable and neutral because no
14 government entity participated in the case. The court notes, however, that despite notice to
15 relevant federal and state authorities as required by CAFA, none objected to the settlement or
16 submitted adverse comments concerning it. If the court were to consider this factor, therefore, it
17 would conclude that it favored a finding that the settlement is fair and reasonable.”) (citing
18 *Browning v. Yahoo! Inc.*, 2007 WL 4105971, at *12 (N.D. Cal. Nov. 16, 2007) (“Because
19 numerous governmental agencies . . . were given notice of the settlement and have not objected,
20 this factor weighs in favor of the settlement”)).

21 The Reaction of the Class Members to The Proposed Settlement

22 As described above, the overall reaction of the class members reflects support of the
23 settlement. This favors final approval.

24 The Proposed Settlement Is Non-Collusive

25 As the Court found in its order granting preliminary approval, “the settlement is the
26 product of serious, non-collusive, arm’s-length negotiations. It was reached after multiple
27 mediations and extensive settlement negotiations over the course of years, as detailed
28 above.” *See* ECF No. 268 at 26.

1 For all the above reasons, and the for the reasons set forth in the filings that that Court
2 considered in granting preliminary approval of the settlement, Plaintiffs respectfully request that
3 the Court find that the Settlement Agreement is fair and reasonable, and grant final approval.

4 **VI. THE PAGA PROVISIONS ARE REASONABLE**

5 The Settlement provides for total PAGA payments of \$125,000 (75% of which will be
6 allocated as the LWDA PAGA Payment and the remaining 25% of which will be allocated as the
7 Settlement Class Members' PAGA Payment). *See* ECF No. 239-1 at 80:9-11, 84:21-86:2 (§§ 6.2-
8 6.3). That distribution formula, is reasonable, fair, and consistent with California case law. *See*
9 *generally Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112, 1148 (2012)
10 (discussing the "general rule" regarding the 75/25 split), *disapproved of on other grounds by ZB,*
11 *N.A. v. Superior Ct.*, 8 Cal. 5th 175, 448 P.3d 239 (2019). Moreover, the settlement's allocation
12 of \$125,000 for resolution of the PAGA claims reflects a reasonable valuation of those PAGA
13 claims relative to the other claims in the action, and is in line with PAGA payments in other
14 settlements that courts have approved. *Viceral v. Mistras Group, Inc.*, 2016 U.S. Dist. LEXIS
15 140759, at *25-*31 (N.D. Cal. Oct. 11, 2016) (finding that, in the context of a \$6 million
16 settlement, a PAGA payment of \$20,000 was reasonable); *Williams v. Brinderson Constructors,*
17 *Inc.*, 2017 WL 490901, at *13-*14 (C.D. Cal. Feb. 6, 2017) (finding that, in the context of a
18 \$300,000 settlement, a PAGA payment of \$10,000 was reasonable); *Franco v. Ruiz Food Prods.,*
19 *Inc.*, 2012 U.S. Dist. LEXIS 169057, at *41-*42 (E.D. Cal. Nov. 27, 2012) (finding that, in the
20 context of a \$2.5 million settlement, a PAGA payment of \$10,000 was reasonable and in line with
21 settlement approval of PAGA awards in other cases) (citing cases); *Nikmanesh v. Wal-Mart*
22 *Stores Inc.*, 2016 WL 6236446, at *4 (C.D. Cal. Oct. 17, 2016) (granting preliminary approval of
23 \$800,000 settlement that included PAGA payment of \$5,000).

24 **VII. CONCLUSION**

25 Plaintiffs respectfully request that the Court grant Plaintiffs' motion.

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DATED: September 6, 2022

Respectfully submitted,

THE TIDRICK LAW FIRM LLP



By:

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

JANE ROES 1-2 *et al.*,
Plaintiffs,
v.
SFBSC MANAGEMENT, LLC, et al.,
Defendants.

Case No.: 14-cv-03616-LB

Related Cases:

- 16-cv-03371-LB
- 17-cv-00138-LB
- 17-cv-05288-LB
- 17-cv-06971-LB
- 19-cv-03960-LB

**DECLARATION OF MARY BUTLER
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

The Honorable Laurel Beeler

DECLARATION OF MARY BUTLER

I, MARY BUTLER, declare the following facts to be true and correct and if called as a witness would testify competently to the same:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5607. I am over 21 years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a class action Settlement Administration Company headquartered in Costa Mesa, California. It was founded by individuals who have each managed hundreds of Settlements along with professionals in the areas of software development, third-party claims administration, mail-house operations and call center support management.

3. Simpluris was appointed by the Court as Settlement Administrator to administer the Settlement in accordance with the terms of the Release and Settlement Agreement, (the “Settlement”). Simpluris is responsible, among other things, for: (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a settlement email address and case specific website (SFBSCSettlement@Simpluris.com and www.SFBSCSettlement.com); (c) printing and mailing the Class Action/Collective Action Settlement Notice and the Dance Fee Payment Election Form (“Notice Packet”) to Settlement Class Members; (d) emailing the Notice Packet to Settlement Class Members with an email address on file; (e) electronically posting the notice through various online message boards and relevant organizations; (f) sending reminder notices by mail and email; (g) re-post the electronically posted notice on StripperWeb.com and request IEAU to post on their website and message board; (h) receiving undeliverable Notice Packets; (i) receiving requests for exclusions; (j) and answering questions from Class Members. If the Court grants final approval of the Settlement, Simpluris will be responsible, among other things, for: (k) calculating individual Settlement payments, distributing funds, and tax-reporting following final approval; (l) mailing Settlement checks; (m) and for such other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

NOTIFICATION TO THE CLASS

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3 4. On July 15, 2022, Simpluris received the Court-approved Notice Packet. The Notice
4 Packet advises Class Members of their right to submit a Dance Fee Payment Election Form, opt out
5 from the Settlement, object to the Settlement, or do nothing, and the implications of each such action.
6 The Notice Packet advises Class Members of applicable deadlines and other events, including the
7 Final Approval Hearing, and how Class Members could obtain additional information.

8
9 5. On July 29, 2022, Defendants’ Counsel provided Simpluris with a mailing list
10 containing the following information for the Settlement Class Members: legal name, most recent
11 mailing address if available, email address if available, phone numbers if available, Social Security
12 Numbers if available, and the amount of Form 1099 payments paid to each Class Member. The Class
13 List contained data for 8,402 unique Class Members.

14 6. On August 19, 2022, Simpluris sent a physical copy of the Notice Packet, via USPS,
15 to 8,261 Settlement Class Members with a valid address. Prior to the mailing, the addresses were
16 processed and updated utilizing the National Change of Address Database (“NCOA”) maintained
17 by the U.S. Postal Service. The NCOA contains changes of address filed with the U.S. Postal
18 Service. In the event that any individual had filed a U.S. Postal Service change of address request,
19 the address listed with the NCOA was utilized in connection with the mailing of the Notice Packets.
20 For the 141 Settlement Class Members who did not have a valid address, Simpluris performed a skip
21 trace search through Lexis Nexis (Accurint) and was unable to locate a valid address for these
22 members and therefore a physical Notice Packet was not mailed to these 141 Settlement Class
23 Members. Of the 8,261 Notice Packets mailed, a total of 2,259 Notice Packets were returned to
24 Simpluris. Through advanced address searches (skip-trace), Simpluris was able to locate 1,770
25 updated addresses and promptly mailed a Notice Packet to those updated addresses. As of today,
26 there are 483 Notice Packets that remain undeliverable via USPS, reflecting 5.84% of the total
27 Settlement Class that was mailed a notice. A copy of the physical Notice Packet is attached hereto
28 as **Exhibit A.**

1 7. On August 19, 2022, Simpluris also sent the Court-approved notice via e-mail to 643
2 Settlement Class Members with a valid e-mail address. A copy of the e-mail is attached hereto as
3 **Exhibit B.** Of the 643 emails sent, 14 were undeliverable.

4 8. Thus, the initial Notice was successfully delivered to 92.57% of the Settlement Class
5 by physical mailing and to 7.49% of the Settlement Class by e-mail. After accounting for individuals
6 who were sent notice via both methods (*i.e.*, by physical mail and by e-mail), the Notice was
7 successfully delivered to 93.78% of the Settlement Class.

8 **DANCE FEE ELECTION FORM, REQUESTS FOR EXCLUSIONS, AND**
9 **OBJECTIONS**

10 9. The deadline for Settlement Class Members to submit a Dance Fee Election Form,
11 request exclusion from the proposed settlement, or object to the proposed settlement is October 17,
12 2022.

13 10. To date, Simpluris has received 65 valid Dance Fee Election Forms.

14 11. To date, Simpluris has received 1 request for exclusion from the proposed settlement
15 sent by individuals Settlement Class Members.

16 12. To date, Simpluris has not received any objections.

17 **TOLL FREE TELEPHONE HELPLINE & WEBSITE**

18 13. A toll-free telephone number was included in the Class Notice for the purpose of
19 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The
20 system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the
21 settlement process. Callers have the option to speak with a live call center representative during
22 normal business hours or to leave a message and receive a return call during non-business hours.
23 The toll-free telephone number included in the Class Notice was (866) 603-6949 and was live July
24 10, 2022.

25 14. Simpluris is also maintaining a settlement case website at
26 <https://www.SFBSCsettlement.com/> which includes the Court-approved class notice and copies of
27 important case documents, as well as sections that identify important dates and deadlines, and also
28

1 includes an online portal for submission of the “Dance Fee Payment Election Form.” The website
2 includes PDF copies of the following documents: Release and Settlement Agreement; Amendment
3 to Release and Settlement Agreement; Second Amended Complaint Against SFBSC Management,
4 LLC, et al.; Second Amended Complaint Against Déjà vu Services, Inc., et al.; Class
5 Action/Collective Action Settlement Notice. A printout of that website is attached hereto as **Exhibit**
6 **C**. The website was live as of the date when notice was mailed and e-mailed to the Settlement Class
7 (i.e., as of August 19, 2022).

8 **SOCIAL MEDIA POSTINGS**

9
10 15. Simpluris effectuated the posting of the Electronically Posted Notice on
11 StripperWeb.com in the “Stripping (was Stripping General” discussion thread on August 19, 2022,
12 which shall continue to be posted for a period of 8 weeks. A copy of that Electronically Posted
13 Notice is attached hereto as **Exhibit D**. On July 29, 2022, Simpluris also contacted the IEAU and
14 requested the IEAU to post the Electronically Posted Notice (with hyperlink) on its message board
15 and email the same to their subscribers list. On August 3, 2022, Simpluris mailed a physical letter
16 and the electronic notice to the union’s address. On August 31, 2022 the IEAU has posted the
17 electronic notice on their website. A copy of the posted notice is attached hereto as **Exhibit E**.
18 Simpluris effectuated the posting of the Social Media Notice through an online advertising
19 campaign with Facebook that went live on August 19, 2022 and shall continue until October 17,
20 2022. A copy of the message appearing on Facebook is attached hereto as **Exhibit F**.

21 **ADMINISTRATION COSTS**

22 16. The total costs to be charged by Simpluris for services in connection with the
23 administration of this Settlement, including fees incurred and anticipated future costs for completion
24 of the administration, are capped at \$150,000.00. The work by Simpluris in connection with this
25 matter will continue with the calculation of the Settlement checks, issuance and mailing of those
26 Settlement checks, etc., and to do the necessary tax reporting on such payments.

27 **SUPPLEMENTAL DECLARATION**

Exhibit A

CLASS ACTION/COLLECTIVE ACTION SETTLEMENT NOTICE

Jane Roes 1-2 et al. v. SFBSC Management, LLC, et al.
 United States District Court for the Northern District of California, Case No. 3:14-cv-03616-LB

Jane Roe, et al. v. Deja Vu Services, et al.,
 United States District Court for the Northern District of California, Case No. 19-cv-03960-LB

**YOU MAY BE ENTITLED TO RECEIVE MONEY UNDER A PROPOSED SETTLEMENT
 THIS NOTICE MAY AFFECT YOUR RIGHTS
 PLEASE READ THE ENTIRE NOTICE CAREFULLY**

*A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued.
 However, your legal rights are affected whether you act or not.*

You are receiving this Class Action/Collective Action Settlement Notice (the “Notice”) because you are entitled to participate in a class action/collective action Settlement; you are what is referred to as a “Class Member.” The purpose of this Notice is to provide a brief description of the claims alleged in the case, inform you about the proposed Settlement, and advise you of your rights and options with respect to the Settlement.

If you take no action and the Court approves the Settlement, you will automatically be mailed a settlement check (or series of checks) for your share of the Settlement. You will be bound by the Settlement unless you take action to exclude yourself in the manner described in this Notice.

WHY IT IS IMPORTANT TO READ THIS NOTICE:

The United States District Court for the Northern District of California has approved the sending of this Notice regarding the proposed Settlement of the class action/collective action known as *Jane Roes 1-2 et al. v. SFBSC Management, LLC, et al.* United States District Court for the Northern District of California Case No. 3:14-cv-03616-LB, and the related case of *Jane Roe, et al. v. Deja Vu Services, et al.,* United States District Court for the Northern District of California Case No. 19-cv-03960-LB (collectively, the “Action”).

Because your rights may be affected by this Settlement, it is extremely important that you read this Notice carefully. You are a “Class Member” in this Action.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE PAGE 6 FOR MORE DETAILS)	
DO NOTHING	If you do nothing, you will automatically be issued a Cash Payment in the form of a mailed check, or a series of checks over time, for your share of the Settlement funds, which will release all of your claims under California state law and under the Fair Labor Standards Act (“FLSA”).
SUBMIT A DANCE FEE PAYMENT ELECTION FORM	You may choose to receive Dance Fee Payments in lieu of a Cash Payment by performing at one of the Clubs subject to this Settlement. To do so, you must complete, sign, and date the Dance Fee Payment Election Form that is enclosed, as described below. If you select to receive Dance Fee Payments you will release all claims brought in this Action, or that could have been pleaded based upon the factual allegations set forth in this Action, including claims under the FLSA. The amount of compensation that you will receive as part of the Settlement WILL BE THE SAME regardless of whether you do nothing and are then issued a check (or a series of checks) for a Cash Payment, or whether you select to obtain Dance Fee Payments.
EXCLUDE YOURSELF (“OPT OUT”)	You may exclude yourself from the Settlement by submitting a letter as described below. If you request to be excluded, you will not be releasing any claims, except that claims for penalties authorized under the California Private Attorney’s General Act (“PAGA”) will be released regardless of whether you exclude yourself or not. If you exclude yourself, you may not object to the Settlement.
OBJECT	You can object to the Settlement as described below and ask the Court to reject the Settlement. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you submit an objection, you do not need to come to Court to discuss it. So long as it is a timely and valid objection, the Court will consider it. You cannot object to the Settlement if you have excluded yourself from the Settlement.

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WHAT THE CASE IS ABOUT:

The United States District Court for the Northern District of California is presiding over the Action. The Plaintiffs are individuals who have worked, pursuant to a dancer contract, at one or more of the nightclubs listed on Exhibit A to this Notice (referred to in this Notice as the “Clubs”) during the time period from August 8, 2010 to November 16, 2018 for entertainers who performed at one or more of the “San Francisco Clubs” and the time period from February 8, 2017 to November 16, 2018 for entertainers who performed at one or more of the “Greater California Clubs” (collectively, the periods of time referred to as the “Class Periods”). The Defendants are SFBCS Management, LLC, Deja Vu Services, Inc., Harry Mohny, and all of the Clubs and other entities listed on Exhibit A (collectively, the “Defendants”). Plaintiffs allege that the Defendants are responsible for alleged violations of certain labor laws in regard to their operation of the Clubs. Defendants have denied any wrongdoing of any kind with respect to the Action and assert that they have complied with all applicable laws at all times.

Through the Action, Plaintiffs have alleged claims against Defendants for: (1) failure to pay minimum wages and overtime wages in violation of the FLSA; (2) failure to pay straight time for hours worked in violation of California Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198 and IWC Wage Order Nos. 4, 5, and/or 10; (3) failure to pay minimum wage for all hours worked in violation of the San Francisco Minimum Wage Ordinance; (4) failure to pay overtime as required by California state law in violation of California Labor Code §§ 510, 558, 1194, and 1198 and Wage Order Nos. 4, 5 and/or 10; (5) failure to provide itemized wage statements in violation of California Labor Code § 226 and IWC Wage Orders; (6) waiting time penalties under California Labor Code §§ 201, 202, and 203, and seeking remedies pursuant to Labor Code §§ 203, 218, 218.5, and 218.6; (7) failure to pay all wages owed every pay period under California Labor Code § 204, and seeking remedies pursuant to Labor Code §§ 218, 218.5 and 218.6; (8) common law conversion; (9) failure to reimburse for expenses in violation of Cal. Labor Code §§ 450, 2802; (10) violation of California’s Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*; (11) for violation of several provisions of the California Labor Code for which Plaintiffs are seeking recovery of civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (“PAGA”), including but not limited to Labor Code §§ 201, 202, 204, 210, 223, 226, 226.3, 226.8, 245-249, 351, 353, 432.5, 450, 510, 558, 1174, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2753, 2802, 3700, 3700.5, 3712, 3715, and Wage Order Nos. 4, 5, and/or 10. Plaintiffs have sought various forms of relief, including but not limited to: wages, overtime pay, minimum wage, premium pay, penalties, interest, liquidated damages, attorneys’ fees and costs, and equitable relief. Plaintiffs have claimed that the alleged violations of law occurred during the Class Periods.

If you wish to learn more details regarding the claims at stake in the Action, please review the complaints for the Action, which are available at www.SFBSCSettlement.com. In addition, certain capitalized words and phrases in this Notice, which are not defined in this document, are defined in the Settlement Agreement, which can also be found on that website.

Plaintiffs have contended that this Action is suitable for class treatment. Defendants have vigorously denied that they violated any laws and have denied that they engaged in any wrongdoing. Defendants contend that they have complied with all applicable laws at all

times and also dispute Plaintiffs' ability to maintain the case as a class or collective action, arguing that, among other things, each of Plaintiffs' claims arise from very individualized and unique circumstances which would require numerous individualized inquiries.

In an effort to resolve their disputes, the parties mediated this case with the assistance of an impartial mediator. The mediation resulted in this Settlement. The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses. Although Defendants deny all of the Plaintiffs' allegations, deny that they violated the law, and deny that the Action should be maintained as a class action, they have chosen to resolve this matter based upon the terms and conditions set forth in the Settlement Agreement now before the Court for approval in order to avoid further expenditures of time and money litigating these matters. By entering into this Settlement, Defendants do not admit any liability or wrongdoing of any kind.

THE PARTIES AND THE ATTORNEYS IN THIS CASE:

The "Class" for the Settlement is defined as all persons who, during the Class Periods, have performed as exotic dancers at one or more of the Clubs pursuant to a Dancer Contract, but does not include those who provided services as "headliner" or "feature" performers unless such individual was otherwise a party to a Dancer Contract with a Club. "Dancer Contract" means a contract entered into between a Class Member and a Club, which permitted the Class Member to engage in personal dance sales for remuneration at the Club's premises. The Class is comprised of approximately 8,408 people.

The lead attorneys for the Settlement Class (the group of Class Members who do not exclude themselves from the Settlement) are:

Sommers Schwartz, P.C.
Jason Thompson
One Towne Square, 17th Floor
Southfield, MI 48076
Telephone: (248) 415-3176

Pitt, McGehee, Palmer, Bonanni & Rivers, P.C
Megan Bonanni
117 West 4th Street, Suite 200
Royal Oak, MI 48067
Telephone: (248) 939-5081

The Tidrick Law Firm LLP
Steven G. Tidrick, Esq.
Joel B. Young, Esq.
1300 Clay Street, Suite 600
Oakland, CA 94612
Telephone: 510-788-5100

If you do not request exclusion (as explained later in this Notice), the lawyers above will represent you automatically. The Court has decided that the lawyers listed above, also known as "Class Counsel," are qualified to represent you and all Class Members. However, nothing prohibits you from consulting with or retaining your own attorney at your own personal expense.

THE SETTLEMENT:

The following is a summary of monetary terms of the proposed Settlement:

1. Gross Amount of the Settlement

Defendant has agreed to provide six million five hundred thousand dollars (\$6,500,000), consisting of Cash Payments, Dance Fee Payments, Enhancement Payments, PAGA Payments, Administrative Costs, Attorneys' Fees and Expenses, and changes to the Defendants' business practices.

2. Distribution of the Settlement Funds

The following is a summary of how settlement funds will be distributed, if approved by the Court:

- a. **Cash Pool:** The sum of \$4,000,000 to be paid by Defendants will provide cash compensation to Class Members who neither exclude themselves from the Settlement nor select to receive Dance Fee Payments, and to pay the Attorneys' Fees and Expenses, the Enhancement Awards, the PAGA Payment, and the Administrative Costs of the Settlement. Because of the impact of the global pandemic upon the operation of the Clubs, the Settlement Agreement provides for the Cash Pool to be

funded over a period of two years. The earliest that a portion of your Cash Payment could be sent to you, if you do not decide to obtain your Settlement Payment in the form of Dance Fee Payments, would be December 1, 2022. If you want to understand the Cash Pool funding obligations, the conditions that apply to those funding obligations, and provisions for distributions from the Cash Pool, review Sections 5.3 - 5.5 of the Settlement Agreement, which can be found at: www.SFBSCSettlement.com.

- b. Dance Fee Pool: Defendants shall make five hundred thousand dollars (\$500,000) available for use as Dance Fee Payments. They are to be made available immediately upon the Settlement becoming Final.
- c. Enhancement Payment: Class Counsel will ask the court to award various Class Members a service award of up to \$35,000 for their service and assistance to the Class in procuring this Settlement.
- d. The PAGA Payment: Defendants shall pay, as consideration for settlement of alleged civil penalties due pursuant to PAGA, the sum of one hundred twenty-five thousand dollars (\$125,000), which shall resolve all PAGA Claims. Seventy-five percent (75%) of this, or ninety-three thousand seven hundred fifty dollars (\$93,750), shall be paid out of the Cash Pool to the California Labor & Workforce Development Agency (the "LWDA"). The remaining twenty-five percent (25%), or thirty-one thousand two hundred fifty dollars (\$31,250), shall be distributed out of the Cash Pool.
- e. Administrative Costs: Funds estimated at no more than \$150,000 shall be paid to the Settlement Administrator for the administrative costs of settlement, including but not limited to the preparation and copying of this Notice, mailing of this Notice, and other administrative tasks.
- f. Attorneys' Fees and Expenses: Class Counsel will apply to the Court for an award of: (1) attorneys' fees in an amount that does not exceed thirty-five percent (35%) of the settlement consideration; and (2) up to eighty thousand dollars (\$80,000) in litigation expenses.
- g. Changes to Defendants' Business Practices: As a result of the Settlement, the Nightclubs agreed to treat all entertainers who would be performing in their facilities in the future as employees in accordance with applicable law and subject to various "Enhanced Terms of Employment" (such as certain Dance Fee commissions) through at least the one-year anniversary after the Final Approval Date of the Settlement. Such changes to Defendants' business practices are being valued at a minimum of \$2,000,000.
- h. All payments set forth herein, except for the payment to the LWDA in satisfaction of Plaintiffs' PAGA claim and the Dance Fee Payments, are payments for which the Settlement Administrator shall issue IRS Form 1099-MISC statements to you, the IRS, and to the state taxing authorities (as well as to Class Counsel and Defense Counsel). Nothing in the Settlement or this Notice shall be construed as Class Counsel, Defense Counsel, Defendants, or the Released Parties of the Settlement, providing any advice to you regarding your payment of taxes for, or the tax consequences of, participating in this Settlement; simply put, nothing in this Notice or the Settlement is intended to be tax advice of any kind. You should consult your tax advisor for any tax issues pertaining to this Settlement. In addition, notwithstanding any payment that you may receive as part of this Settlement, in the event that you perform at any of the Clubs in the future as an employee under the terms of this Settlement, you are obligated to report to the applicable Club all of the tip income that you earn in accordance with applicable law, as well as to the IRS and state taxing authorities.

The Settlement Administrator shall determine your Settlement Payment and PAGA Payment as follows:

- a. The amount of your Settlement Payment shall be determined on a pro rata basis by first dividing your Form 1099 Payments earned during the Class Periods into the amount of Form 1099 Payments earned by all Settlement Class Members during the Class Periods, and then multiplying that number by the combined sum of the Net Cash Fund and the Dance Fee Pool. That amount shall then constitute the Settlement Payment that you are entitled to receive irrespective of whether you obtain a Cash Payment or decide to receive Dance Fee Payments.
- b. The amount of your PAGA Payment shall be determined on a pro rata basis by first dividing your Form 1099 Payments earned during the Class Periods into the amount of Form 1099 Payments earned by all Settlement Class Members during the Class Periods, and then multiplying that number by the Settlement Class Members' PAGA Payment.
- c. Based on the information provided to the Settlement Administrator, it has determined that your total Form 1099 Payments earned during the Class Periods is: \$«MERGED_1099MISC_payments».

The description above is a summary. If you wish to review the specific terms of Settlement in detail, please review the entirety of the Settlement Agreement which, again, is available at: www.SFBSCSettlement.com.

RELEASES OF CLAIMS:

Because this Action is a class action under Rule 23 of the Federal Rule of Civil Procedure and a collective action under the FLSA, there are two sets of releases, which are summarized below.

- (1) Even if you do not sign, deposit, and/or cash any of your Settlement Checks, or if you elect to receive Dance Fee Payments, you will still be a part of the Settlement Class. You will be bound by the Settlement as summarized below in the section entitled “Settlement Class Members’ Released Claims,” unless you have timely excluded yourself in the manner described in this Notice.
- (2) If you are issued a check for a Cash Payment, and/or elect to receive Dance Fee Payments, you will become a party plaintiff pursuant to Section 216(b) of the FLSA and will be subject to the release summarized below in the section entitled “Participating Class Members’ Released Claims.”

1. Settlement Class Members’ Released Claims

Even if you do not sign, deposit, and/or cash your settlement check, or if you elect to receive Dance Fee Payments, and if you do not exclude yourself in the manner described below, you will release the following claims: Any and all Claims that are based on or reasonably related to the Claims asserted in the Action, including as are set forth in the Amended Complaints for Settlement, which are available at www.SFBSCSettlement.com, **with the exception of claims under the FLSA**. As detailed in the Settlement Agreement, this release includes all Claims based on or reasonably related to the Claims asserted in the Action, including without limitation Claims under state law for unpaid minimum wage, unpaid overtime, unpaid final wages, unpaid meal and rest period premium pay, and reimbursement of expenses; to recover unpaid tips; for penalties under PAGA; as well as all Claims for interest, penalties, liquidated damages, or attorneys’ fees and costs.

2. Participating Class Members’ Released Claims

If you are issued a check for a Cash Payment and/or elect to receive Dance Fee Payments, you will release all of the Claims described in the above section entitled “Settlement Class Members’ Released Claims,” and all Claims that have been or could have been brought in this Action under the FLSA.

This is a summary of the releases. If you wish to review the releases in detail, please review the Settlement Agreement, which is available at: www.SFBSCSettlement.com.

WHAT TO DO IN RESPONSE TO THIS NOTICE:

You have the options described below. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

1. **Do Nothing.** If you do nothing and the Court approves the Settlement, you will automatically be mailed a check (or series of checks) for a Cash Payment and for your PAGA Payment. You will remain a part of the case and you will release claims that were or could have been brought in the Action, as set forth more fully in the section of this Notice above entitled “Settlement Class Members’ Released Claims” and “Participating Class Members’ Released Claims.”
2. **Submit a Dance Fee Payment Election Form.** You may complete, sign, and date the Dance Fee Payment Election Form that is enclosed with this Notice and submit it to the Settlement Administrator postmarked by **OCTOBER 17, 2022**. By doing this, you will waive your right for to obtain a Cash Payment and you will, instead, be entitled to receive Dance Fee Payments from one of the Clubs (in addition to your PAGA Payment). The Dance Fee Payment Election Form describes both of these options in more detail. You will release all Claims brought in the Action or that could have been pleaded based upon the factual allegations set forth in the Action, as is discussed more fully in the section of this Notice entitled “Participating Class Members’ Released Claims.”
3. **Exclude Yourself.** You may exclude yourself from the Settlement by submitting a letter in accordance with the directions in this paragraph. This is the only option that could allow you to bring your own lawsuit or claim under California state law, or to be a part of another lawsuit against the Defendants making such Claims; however, even if you exclude yourself from the Settlement, you and all other Class Members will still be bound by a release of Claims under PAGA. To exclude yourself from the Settlement, you must send your request to be excluded by mail, email, or submission via the Settlement Website, which includes the words “I request to be excluded from the Settlement,” to the Settlement Administrator’s mailing address or email address, or to the Settlement Website, listed at the end of this Notice. You must sign the letter and include your full name, address, and telephone number on any submission. If you make this request by mailed letter, it must be **postmarked no later than OCTOBER 17, 2022**. Similarly, a request for exclusion submitted by email or via the Settlement Website

must be received **no later than OCTOBER 17, 2022**. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Action no longer affects you.

4. **Object.** You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no Settlement Payments will be sent out, no settlement benefits will be provided by the Defendants, and the Action will continue. If that is what you want to happen, you must object. If you are going to object to the Settlement, you must do so in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must contain at least the following: (i) your full name, or, if you wish to preserve your right to privacy, the name or names under which you performed at a Club or Clubs, and the location (city) of such Club(s), (ii) you or your legally authorized representative's signature, (iii) the address and telephone number at which you or your legally authorized representative can be contacted; (iv) a clear reference to the Action; (v) the nature of the objection; and (vi) a statement whether you intend to appear at the hearing on Plaintiffs' motion for Final Approval, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. Objections must be mailed to the Settlement Administrator postmarked on or before **OCTOBER 17, 2022**. If you submit an objection, you do not have to come to Court to talk about it. As long as you submit a timely, valid written objection, the Court will consider it. If you exclude yourself from the Settlement, you may not object.

FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT:

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, and the request for Enhancement Payments, will be held on November 17, 2022, at 9:30 a.m., at the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, California, 15th Floor, in Courtroom C. The Final Approval Hearing may be rescheduled to a different date, time, or location without further notice. It is not necessary for you to appear at this hearing unless you have timely filed an objection to the Settlement and wish to be heard. The Court will not hear any objections at such hearing unless such objections have been timely submitted in writing as detailed in this Notice.

CLASS COUNSEL RECOMMEND THE SETTLEMENT:

The Settlement was reached with the assistance of an impartial mediator. Class Counsel (the attorneys who were appointed by the Court to represent the Settlement Class) strongly recommend that you accept the Settlement. The Defendants dispute all of the Claims and have raised numerous defenses (including that all Claims must be brought by each Entertainer in an individual arbitration proceeding) and have the ability to raise numerous other defenses if the Settlement is not approved. In light of the substantial risk that you might receive less, or nothing at all, if the case proceeds to trial (either in court or in an arbitration proceeding), Class Counsel believe that the Settlement is in your best interests and is a reasonable compromise of disputed claims.

HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice only summarizes the class action lawsuits that comprise the Action, the Settlement, and related matters. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.SFBSCSettlement.com, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> (which may require payment of a nominal fee), or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The motion for attorneys' fees, costs, and Enhancement Payments, will also be available on the websites specified above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT, PROCEDURES TO EXCLUDE YOURSELF FROM THE SETTLEMENT OR TO OBJECT TO IT, OR THE CLAIMS PROCESS.

IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR THE SETTLEMENT, PLEASE CALL THE SETTLEMENT ADMINISTRATOR AT:

SFBSC/Deja Vu Services Settlement
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (866) 603-6949
Email: SFBSCSettlement@Simpluris.com
Website: www.SFBSCSettlement.com

You may also call Class Counsel:

Sommers Schwartz, P.C.
Jason Thompson
One Towne Square, 17th Floor
Southfield, MI 48076
Telephone: (248) 415-3176

Pitt, McGehee, Palmer, Bonanni & Rivers, P.C
Megan Bonanni
117 West 4th Street, Suite 200
Royal Oak, MI 48067
Telephone: (248) 939-5081

The Tidrick Law Firm LLP
Steven G. Tidrick, Esq.
Joel B. Young, Esq.
1300 Clay Street, Suite 600
Oakland, CA 94612
Telephone: 510-788-5100

DATED: August 19, 2022

DANCE FEE PAYMENT ELECTION FORM

If you are a Class Member in *Jane Roe v. SFBSC Management, LLC* (the “San Francisco Action”) or *Jane Roe 1 and 2 v. Deja Vu Services, Inc.* (the “San Diego Action”), you have the option to obtain your Settlement Payment in the form of increased commissions, or **Dance Fee Payments**, by performing at one of the Clubs listed below. Under this option, you will obtain **100%** of the Dance Fees you generate out of your services, up to the amount of your Settlement Payment.

You will have one (1) year from the Effective Date of the Settlement to obtain Dance Fee Payments. If you do not obtain the full amount of your Settlement Payment during this one-year period, you will receive a check for the balance. When the Effective Date of the Settlement occurs, the Clubs will post the instructions, both in the Club dressing rooms and at the website at www.SFBSCsettlement.com, of what you must do in order to begin collecting your Dance Fee Payments.

To be entitled to receive Dance Fee Payments you must complete and submit this Dance Fee Payment Election Form by October 17, 2022. You have two options:

1. **File Online:** File online at www.SFBSCsettlement.com using the personalized Login ID: «MERGED_UniqueID» ; or
2. **File by Mail:** Complete and sign this form below and mail it to:

SFBSC/Deja Vu Services Settlement
P.O. Box 26170
Santa Ana, CA 92799

If you do not elect to receive Dance Fee Payments, you will be entitled to receive a Cash Payment as your Settlement Payment (which you will receive in installment payments discussed below). The amount you will be eligible to receive as a Cash Payment is the same as what you will be eligible to receive as Dance Fee Payments. Cash Payments will be paid in up to three installments after the Effective Date of the Settlement, beginning no sooner than December 2022. If there is an appeal from the Court’s approval of the Settlement, Cash Payments will not start until the appeal is completed and Court approval has been affirmed. Depending on whether an appeal is filed to the Settlement, you may be able to obtain your Settlement Payment quicker by collecting Dance Fee Payments than by receiving a Cash Payment in installment payments.

Please review Articles V, VI, and VII of the Release and Settlement Agreement for details regarding Dance Fee Payments and Cash Fee Payments, a full copy of which is at www.SFBSCsettlement.com.

COMPLETE FORM BELOW TO SELECT DANCE FEE PAYMENTS

Your Name _____

Street Address _____

City _____ State _____ ZIP _____

E-mail Address _____

These are the Potential Clubs at Which Dance Fee Payments May be Collected:

THE PENTHOUSE CLUB & STEAKHOUSE	SAN FRANCISCO
NEW CENTURY THEATRE	SAN FRANCISCO
DEJA VU CENTERFOLDS	SAN FRANCISCO
LITTLE DARLINGS OF SAN FRANCISCO	SAN FRANCISCO
GOLD CLUB	SAN FRANCISCO
LARRY FLYNT'S HUSTLER CLUB	SAN FRANCISCO
CONDOR CLUB	SAN FRANCISCO
GARDEN OF EDEN	SAN FRANCISCO
ROARING 20'S	SAN FRANCISCO
ADULT SUPERSTORE	SAN DIEGO
DÉJÀ VU SHOWGIRLS	CITY OF INDUSTRY
DÉJÀ VU SHOWGIRLS	N. HOLLYWOOD
DEJA VU SHOWGIRLS	RANCHO CORDOVA
DEJA VU OF LA - MAIN ST.	LOS ANGELES
DEJA VU SHOWGIRLS	TORRENCE
DÉJÀ VU SHOWGIRLS	BAKERSFIELD
DEJA VU SHOWGIRLS	LOS ANGELES
JOLAR CINEMA	SAN DIEGO
LITTLE DARLINGS	LEMON GROVE
DÉJÀ VU SHOWGIRLS	SAN DIEGO
DÉJÀ VU SHOWGIRLS	STOCKTON

I understand that by submitting this Dance Fee Payment Election Form, I consent to join, as applicable to where and when I performed, the collective action(s) known as *Jane Roe, et al. v. SFBSC Management, LLC*, Civil Case No. 3:14-cv-03616-LB and/or *Jane Roe 1 and 2 v. Deja Vu Services, Inc., et al.*, Civil Case No. 19-cv-03960-LB, as a party plaintiff.

Your Signature

Date

Exhibit A

LIST OF DEFENDANT ENTITIES INVOLVED IN THIS SETTLEMENT

AFFILIATED COMPANIES

	ADDRESS	CITY	STATE	ZIP
DEJA VU SERVICES, INC.	8252 E. LANSING ROAD	DURAND	MICHIGAN	48429
LA CLUB MANAGEMENT, LLC	8252 E. LANSING ROAD	DURAND	MICHIGAN	48429
PINE TREE ASSETS, INC., F/K/A DEJA VU CONSULTING, INC.	8252 E. LANSING ROAD	DURAND	MICHIGAN	48429
SFBC MANAGEMENT, LLC	250 COLUMBUS AVE, SUITE 207	SAN FRANCISCO	CALIFORNIA	94133
TORRANCE FOOD & BEVERAGE, LLC	8252 E. LANSING ROAD	DURAND	MICHIGAN	48429
WORLDWIDE PROMOTIONS, LLC	8252 E. LANSING ROAD	DURAND	MICHIGAN	48429

THE "SAN FRANCISCO CLUBS"

"CLASS PERIOD": 08-08-2010 TO 11-16-2018	DOING BUSINESS AS	ADDRESS	CITY	STATE	ZIP
B.T. CALIFORNIA, LLC	THE PENTHOUSE CLUB & STEAKHOUSE	412 BROADWAY	SAN FRANCISCO	CALIFORNIA	94133
BIJOU - CENTURY, LLC	NEW CENTURY THEATRE	816 LARKING ST	SAN FRANCISCO	CALIFORNIA	94109
CHOWDER HOUSE, INC.	HUNGRY 1	546 BROADWAY	SAN FRANCISCO	CALIFORNIA	94133
DEJA VU - SAN FRANCISCO, LLC	DEJA VU CENTERFOLDS	391 BROADWAY	SAN FRANCISCO	CALIFORNIA	94133
DEJA VU SHOWGIRLS OF SAN FRANCISCO, LLC	LITTLE DARLINGS OF SAN FRANCISCO	312 COLUMBUS AVE	SAN FRANCISCO	CALIFORNIA	94133
GOLD CLUB - SF, LLC	GOLD CLUB	650 HOWARD ST	SAN FRANCISCO	CALIFORNIA	94105
S.A.W. ENTERTAINMENT, LTD.	LARRY FLYNT'S HUSTLER CLUB	1031 KEARNY ST	SAN FRANCISCO	CALIFORNIA	94133
S.A.W. ENTERTAINMENT, LTD. -- CONDOR CLUB	CONDOR CLUB	300 COLUMBUS AVE.	SAN FRANCISCO	CALIFORNIA	94133
SAN FRANCISCO - GARDEN OF EDEN, LLC	GARDEN OF EDEN	529 BROADWAY	SAN FRANCISCO	CALIFORNIA	94133
SAN FRANCISCO - ROARING 20'S, LLC	ROARING 20'S	552 BROADWAY	SAN FRANCISCO	CALIFORNIA	94133

THE "GREATER CALIFORNIA CLUBS"

"CLASS PERIOD": 02-08-2017 TO 11-16-2018	DOING BUSINESS AS	ADDRESS	CITY	STATE	ZIP
3610 BARNETT AVE., LLC	ADULT SUPERSTORE	3610 BARNETT AVE.	SAN DIEGO	CALIFORNIA	92110
CATHAY ENTERTAINMENT, INC.	DEJA VU SHOWGIRLS	16025 GALE AVE, STE A11-A12	CITY OF INDUSTRY	CALIFORNIA	91745
COLDWATER, LLC	DEJA VU SHOWGIRLS	7350 COLDWATER CANYON	N. HOLLYWOOD	CALIFORNIA	91605
DEJA VU SHOWGIRLS - SACRAMENTO, LLC	DEJA VU SHOWGIRLS	11252 TRADE CENTER DR	RANCHO CORDOVA	CALIFORNIA	95742
DV of LA, LLC	DEJA VU OF LA - MAIN ST.	1800 S. MAIN ST	LOS ANGELES	CALIFORNIA	90015
EF5 ACQUISITIONS GROUP, LLC	DEJA VU SHOWGIRLS	20320 HAMILTON AVE	TORRENCE	CALIFORNIA	90502
GRAPEVINE ENTERTAINMENT, INC.	DEJA VU SHOWGIRLS	1524 GOLDEN STATE HWY	BAKERSFIELD	CALIFORNIA	93301
HOLLYWOOD & VINE CLUB, LLC	DEJA VU SHOWGIRLS	6315 HOLLYWOOD BLVD	LOS ANGELES	CALIFORNIA	90028
JOLAR CINEMA OF SAN DIEGO, LTD	JOLAR CINEMA	6321 UNIVERSITY AVE	SAN DIEGO	CALIFORNIA	92115
NITE LIFE EAST, LLC	LITTLE DARLINGS	8290 BROADWAY	LEMON GROVE	CALIFORNIA	91945
SHOWGIRLS OF SAN DIEGO INC	DEJA VU SHOWGIRLS	2720 MIDWAY DR	SAN DIEGO	CALIFORNIA	92110
STOCKTON ENTERPRISES, LLC	DEJA VU SHOWGIRLS	4206 WEST LANE	STOCKTON	CALIFORNIA	95204

Exhibit B

Subject Line: IMPORTANT NOTICE – SFBSC / Déjà vu Services Settlement

NOTICE OF CLASS ACTION / COLLECTIVE ACTION SETTLEMENT

Jane Roes 1-2 et al. v. SFBSC Management, LLC, et al.
United States District Court for the Northern District of California
Case No. 3:14-cv-03616-LB

Jane Roe, et al. v. Deja Vu Services, et al.,
United States District Court for the Northern District of California
Case No. 19-cv-03960-LB

The Court authorized this notice. This is not a solicitation from a lawyer.

You may be entitled to receive compensation under a proposed settlement if: (1) you worked at one of the “San Francisco” Nightclubs listed below between August 8, 2010 and November 16, 2018, or (2) you worked as an exotic dancer at one or more of the “Greater California” nightclubs listed below between February 8, 2017 and November 16, 2018:

San Francisco Nightclubs

- The Penthouse Club & Steakhouse
- New Century Theatre
- Hungry I
- Deja Vu Centerfolds
- Little Darlings
- Gold Club
- Larry Flynt's Hustler Club
- Condor Club
- Garden of Eden
- Roaring 20's

Greater California Nightclubs

- Adult Superstore (San Diego)
- Déjà Vu Showgirls (City of Industry)
- Déjà Vu Showgirls (N. Hollywood)
- Deja Vu Showgirls (Rancho Cordova)
- Deja Vu Of La - Main St. (Los Angeles)
- Deja Vu Showgirls (Torrence)
- Déjà Vu Showgirls (Bakersfield)
- Deja Vu Showgirls (Los Angeles)
- Jolar Cinema (San Diego)
- Little Darlings (Lemon Grove)
- Déjà Vu Showgirls (San Diego)
- Déjà Vu Showgirls (Stockton)

For more information regarding the settlement, please visit [insert link to website](#), or visit: www.SFBSCSettlement.com.

SIMID: «SIMID»

Personalized Login ID: «MERGED_UniqueID»

Attachments:

File: [Notice](#) (Click to Download)

File: [Claim Form](#) (Click to Download)

SIMID: «SIMID»

Exhibit C

Case Information

-  Roe v SFBC Management LLC et al.
-  United States District Court Northern District of California
-  Case No. 14-cv-03616-LB
-  Roes 1 and 2 v Deja vu Services
-  United States District Court Northern District of California
-  Case No. 19-cv-03960-LB
-  (866) 603-9949

About This Case

CLASS ACTION/COLLECTIVE ACTION SETTLEMENT NOTICE

Roe et al., v SFBC Management, LLC, et al.

United States District Court for the Northern District of California, Case No. 3:14-cv-03616-LB
 Janes Roes 1 and 2, et al. v Deja vu Services, Inc., et al.

United States District Court for the Northern District of California, Case No. 19-cv-03960-LB

YOU MAY BE ENTITLED TO RECEIVE MONEY UNDER A PROPOSED SETTLEMENT

THIS NOTICE MAY AFFECT YOUR RIGHTS

PLEASE READ THE ENTIRE NOTICE CAREFULLY

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected whether you act or not.

You are receiving this Class Action/Collective Action Settlement Notice (the "Notice") because you are entitled to participate in a class action/collective action Settlement; you are what is referred to as a "Class Member." The purpose of this Notice is to provide a brief description of the claims alleged in the case, inform you about the proposed Settlement, and advise you of your rights and options with respect to the Settlement.

If you take no action and the Court approves the Settlement, you will automatically be mailed a settlement check (or series of checks) for your share of the Settlement. You will be bound by the Settlement unless you take action to exclude yourself in the manner described in this Notice.

WHY IT IS IMPORTANT TO READ THIS NOTICE:

The United States District Court for the Northern District of California has approved the sending of this Notice regarding the proposed Settlement of the class action/collective action known as Jane Roes 1-2 et al. v. SFBC Management, LLC, et al. United States District Court for the Northern District of California Case No. 3:14-cv-03616-LB, and the related case of *Jane Roe, et al. v Deja Vu Services, et al.*, United States District Court for the Northern District of California Case No. 19-cv-03960-LB (collectively, the "Action").

Because your rights may be affected by this Settlement, it is extremely important that you read the full Notice carefully. You are a "Class Member" in this Action.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE FULL NOTICE FOR MORE DETAILS)

DO NOTHING If you do nothing you will automatically be issued a Cash Payment in the form of a mailed check, or a series of checks over time, for your share of the Settlement funds, which will release all of your claims under California state law and under the Fair Labor Standards Act ("FLSA").

SUBMIT A DANCE FEE PAYMENT ELECTION FORM You may choose to receive Dance Fee Payments in lieu of a Cash Payment by performing at one of the Clubs subject to this Settlement. To do so, you must complete, sign, and date the Dance Fee Payment Election Form that is displayed on the website. If you select to receive Dance Fee Payments you will release all claims brought in this Action, or that could have been pleaded based upon the factual allegations set forth in this Action, including claims under the FLSA. The amount of compensation that you will receive as part of the Settlement WILL BE THE SAME regardless of whether you do nothing and are then issued a check (or a series of checks) for a Cash Payment, or whether you select to obtain Dance Fee Payments.






EXCLUDE YOURSELF ("OPT OUT") You may exclude yourself from the Settlement by submitting a letter as described in the full notice. If you request to be excluded, you will not be releasing any claims, except that claims for penalties authorized under the California Private Attorney's General Act ("PAGA") will be released regardless of whether you exclude yourself or not. If you exclude yourself, you may not object to the Settlement.

OBJECT You can object to the Settlement as described in the full notice and ask the Court to reject the Settlement. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you submit an objection, you do not need to come to Court to discuss it. So long as it is a timely and valid objection, the Court will consider it. You cannot object to the Settlement if you have excluded yourself from the Settlement.

Case Forms

[DANCE FEE PAYMENT ELECTION FORM](#)

Case Documents

-  [Release and Settlement Agreement](#)
-  [Amendment to Release and Settlement Agreement](#)
-  [Second Amended Complaint Against SFBC Management, LLC, et al.](#)
-  [Second Amended Complaint Against Deja Vu Services, Inc., et al.](#)
-  [Class Action/Collective Action Settlement Notice](#)

Important Dates

-  [Objection Deadline](#)
10/17/2022
-  [Opt Out Deadline](#)
10/17/2022
-  [Dance Fee Payment Election Form Deadline](#)
10/17/2022
-  [Final Approval Hearing](#)
11/17/2022

Exhibit D



ment_Notice Password

Remember Me?

[What's New?](#) **Forum** [Blogs](#) [Club Reviews](#)

[FAQ](#) [Calendar](#) [Forum Actions](#) [Quick Links](#) [Forum Rules](#)

Forum » Industry Discussions - Female Dancers, Ex-dancers, and Dancers To-Be ONLY » Stripping (was Stripping General)

If this is your first visit, be sure to check out the [FAQ](#) by clicking the link above. You may have to [register](#) before you can post: click the register link above to proceed. To start viewing messages, select the forum that you want to visit from the selection below.

Announcement: California 'Deja Vu' Class Action Settlement Information
StripperWeb (Super Moderator)

08-19-2022
Views: 28

Threads 1 to 30 of 18456 ...

Forum: Stripping (was Stripping General)

Have a topic about stripping but it doesn't fit in the other sections below? Then it belongs here!

[Forum Tools](#) [Search Forum](#)

Title / Started By	Replies / Views	Last Post By
Important: Preserving Your Emotional/Psychological Well Being Started by J.D., 06-18-2011 04:16 PM 1 2 3 4 5 ... 7	Replies: 153 Views: 162,918	bbyaura 07-18-2022, 09:03 AM
Important: The Instructional Video Thread Started by firemaiden04, 02-06-2012 09:00 PM 1 2 3 4 5	Replies: 119 Views: 167,171	sara2114 06-14-2022, 06:31 PM
Important: Please welcome your new moderator - Aurora_Sunset! Started by StripperWeb, 10-09-2013 02:21 PM	Replies: 20 Views: 27,647	rawatneelam129 03-07-2022, 06:31 AM
Important: The Best of SW Started by Addison, 04-12-2011 11:27 AM 1 2 3	Replies: 70 Views: 78,945	samkamalpoonam 02-03-2022, 12:21 AM
Important: Missing girls in new Orleans Started by lady_lazarus, 06-17-2012 02:53 AM 1 2 3 4 5	Replies: 103 Views: 122,647	somyapandey 11-10-2021, 09:23 PM
Important: Important Information!!! Started by VenusGoddess, 08-29-2005 04:26 PM 1 2	Replies: 31 Views: 58,438	VenusGoddess 10-07-2005, 02:38 PM
Why Working With Strippers Makes Sense for Financial Planners	Replies: 1	Optimist

Exhibit E



HOME ABOUT JOIN NOW WHY JOIN INSURANCE DISCOUNTS BENEFITS GOALS FAQ DONATE LEGAL CONTACT US

CALIFORNIA DANCERS WIN LAWSUIT!

A CLASS ACTION LAW SUIT WAS FILED AND WON FOR MISSCLASSIFICATION OF CALIFORNIA DANCERS AND THERE IS A SETTLEMENT AGREEMENT!

TO VIEW THIS AGREEMENT AND APPLY FOR YOUR PART OF THE FUNDS WE ARE ASKING THAT YOU REGISTER WITH THIS WEBSITE SO THAT WE CAN PROTECT THE INFORMATION. (SINCE ALL INFORMATION WE PUT OUT IS ALWAYS TANTED, THIS IS JUST A MEANS TO PROTECT THE INFORMATION).

PLEASE REGISTER THEN ONCE WE HAVE VERIFIED YOU ARE A DANCER WITHIN THE STATE OF CALIFORNIA, YOU WILL BE GIVEN ACCESS TO THE WHOLE DOCUMENT THAT WAS GIVEN TO US, AND INSTRUNCTIONAL LINK TO CLAIM YOUR FUNDS!

THE FOLLOWING QUALIFY:

You may be entitled to receive compensation under a proposed settlement if: (1) you worked at one of the "San Francisco" Nightclubs listed below between August 8, 2010 and November 16, 2018, or (2) you worked as an exotic dancer at one or more of the "Greater California" nightclubs listed below between February 8, 2017 and November 16, 2018:

San Francisco Nightclubs

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- Déjà Vu Showgirls (City of Industry)
- Déjà Vu Showgirls (N. Hollywood)
- Deja Vu Showgirls (Rancho Cordova)
- Deja Vu Of La - Main St. (Los Angeles)
- Deja Vu Showgirls (Torrence)
- Déjà Vu Showgirls (Bakersfield)
- Deja Vu Showgirls (Los Angeles)
- Jolar Cinema (San Diego)
- Little Darlings (Lemon Grove)
- Déjà Vu Showgirls (San Diego)

Déjà Vu Showgirls (Stockton)

FOR MORE INFORMATION ON HOW TO CLAIM YOUR FUNDS PLEASE REGISTER OR CONTACT THE IEAU.

UPDATED COVID CRISIS

<< August 2022 >>

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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Learn more about organizing your workplace!

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Exhibit F



Roe v. SFBC Management

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A settlement has been preliminarily approved in the class/collective actions Roe v. SFBC Management, LLC and Roes 1 and 2 v. Déjà Vu Services Settlement, United States District Court for the Northern District of California Case No. 14-cv-03616-LB and 19-cv-03960-LB. Plaintiffs representing the class allege violations of certain California labor laws with respect to the defendants' operation of their nightclubs.

You may be eligible for a class action settlement. For more information please click on the following link:

www.SFBSCSettlement.com.



sfbcsettlement.com

Class Action Notice

Roe v. SFBC Management

[Learn More](#)

Guadalupe Vasq... 2 comments 2 shares

Like Comment Share