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21 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF KERN – METROPOLITAN DIVISION**

23 ALICIA WILEY, individually, and Behalf of
24 Other Members of the Public Similarly Situated
25 and the State of California,

26 Plaintiff,

27 v.

28 SECOND AMENDMENT SPORTS, INC.,
TURNER'S OUTDOORS INC., DBA
TURNER'S OUTDOORSMAN, and DOES 1
through 25, inclusive,

Defendant.

Case No. BCV-20-100349-TSC

HONORABLE JUDGE THOMAS S.
CLARK

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

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BCV-20-100349-TSC

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Alicia Wiley, individually and on behalf of
4 other members of the public similarly situated and the State of California, and Defendants Second
5 Amendment Sports, Inc. and Turner’s Outdoors Inc. (collectively with Plaintiffs sometimes referred to as
6 the “Parties”).

7 **DEFINITIONS**

8 The following definitions are applicable to this Settlement Agreement. Definitions contained
9 elsewhere in this Settlement Agreement will also be effective:

- 10 1. “Action” means *Wiley v. Second Amendment Sports, Inc. et al.*, Kern County Superior Court Case
11 No. BCV-20-100349-TSC.
- 12 2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s
13 litigation and resolution of the Action, and all Court approved costs incurred and to be incurred by
14 Class Counsel in the Action, including but not limited to, costs associated with documenting the
15 Settlement, providing any notices to governmental agencies required as part of the Settlement or
16 Court Order, securing the Court’s approval of the Settlement, administering the Settlement,
17 obtaining entry of a Judgment terminating the Action, and expenses for any experts. Class
18 Counsel will request fees in the amount of \$133,333.33, to be deducted from the Gross Fund.
19 Class Counsel will request reasonable costs (to include expert witness fees and other costs to the
20 extent recoverable by law), to be deducted from the Gross Fund. Changes by the Court in the
21 amount of attorney's fees and costs is not a material term of this Agreement and will not form the
22 basis for any party in the Action to revoke this Agreement.
- 23 3. “Class Counsel” means Mohammed Ghods and Jeremy A. Rhyne of LEX OPUS; and Ruben
24 Escobedo of WORKWORLD LAW CORP. P.C.
- 25 4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good
26 faith compile from its records and provide to the Settlement Administrator within twenty (20)
27 calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in
28

1 Microsoft Office Excel and will include each Class Member's full name; most recent mailing
2 address and telephone number; dates of employment in class positions; the respective number of
3 Pay Periods that each Class Member worked during the Class Period in class positions; and any
4 other relevant information needed to calculate settlement payments.

5 5. "Class" means any and all persons who are or were employed as a non-exempt employee by
6 Second Amendment Sports, Inc. in the state of California at any time during the Class Period.

7 6. "Class Period" means the period from February 4, 2016 through Preliminary Approval of this
8 settlement, inclusive.

9 7. "Class/PAGA Representative Enhancement Payment" means the amount to be paid to Plaintiff in
10 the Action in recognition of her effort and work in prosecuting the Action on behalf of Class
11 Members, and for her general release of claims. Subject to the Court granting final approval of
12 this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will
13 request Court approval of a Class/PAGA Representative Enhancement Payment of Fifteen
14 Thousand Dollars (\$15,000). Changes by the Court in the amount of the Class/PAGA
15 Representative Enhancement Payment is not a material term of this Agreement and will not form
16 the basis for any party in the Action to revoke this Agreement.

17 8. "Court" means the Kern County Superior Court.

18 9. "Defendant" means Second Amendment Sports, Inc.

19 10. "Effective Date" means the date this Agreement is approved as provided herein and the Court's
20 order granting Final Approval and entry of Judgment or Dismissal becomes final and is no longer
21 appealable. For purposes of this Agreement, "becomes final and is no longer appealable" shall
22 mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court
23 of Appeal of the order and judgment finally approving this Agreement may be timely filed and
24 none is filed (*i.e.*, 31 days from notice of entry of judgment); (b) if an appeal is filed, and the
25 appeal is finally disposed of by ruling, dismissal, denial, or in a any other manner that confirms the
26 validity of the order and judgment, the day after the last date for filing a request for further review
27 of the order and judgment approving this Agreement passes, and no further review is requested; or
28 (c) if an appeal is filed and the order approving this Agreement is affirmed and further review of

the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.

11. “Employee PAGA Fund” means the 25% allocation of the PAGA Fund to the PAGA Employees.

12. “Individual Class Pay Periods” means the number of pay periods of employment in California for each Class Member as a non-exempt employee in California of Defendant, at any time in the Class Period. Defendant will calculate the number of Pay Periods by calculating the number of weeks in which each Class Member was employed and performed any work during the Class Period using each Class Member’s hire date and termination date and/or timekeeping and payroll data. Class Members who executed settlements agreements prior to class certification will be credited for all workweeks worked during the class period.

13. “Individual PAGA Pay Periods” means the number of pay periods of employment in California for each PAGA Employee as a non-exempt employee in California of Defendant, at any time in the PAGA Period (February 4, 2019, through the date of Preliminary Approval). Defendant will calculate the number of pay periods by calculating the number of weeks in which each PAGA Employee was employed and performed any work during the PAGA Period using each PAGA Employee’s hire date and termination date and/or timekeeping and payroll data.

14. “Individual Settlement Payment” means each Class Member’s respective share of the Net Settlement Amount.

15. “Individual PAGA Settlement Payment” means each PAGA Employee’s respective share of the Employee PAGA Fund.

16. “Gross Fund” means the agreed total sum of Four Hundred Thousand Dollars (\$400,000), to be paid by Defendant in full satisfaction of all Released Claims and PAGA Released Claims arising from the Action. This Gross Fund represents the maximum amount payable in this Settlement by Defendant and is the maximum amount Defendant can be required to pay under this Settlement, which includes all Individual Settlement Payments to Class Members, all Individual PAGA Settlement Payments, all Pre-Certification Non-Settling Class Members Payments, Attorneys’ Fees and Costs to Class Counsel and all Class/PAGA Representative Enhancement Payments, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs to the

1 Settlement Administrator. This Gross Fund has been agreed to by Plaintiffs and Defendant based
2 on the aggregation of the agreed-upon settlement value of individual claims in the Action. In no
3 event will Defendant be liable for more than the Gross Fund. There will be no reversion of the
4 Gross Fund to Defendant. Notwithstanding the foregoing, Defendant will be separately
5 responsible for any employer payroll taxes required by law, including the employer FICA, FUTA,
6 and SDI contributions, which shall not be paid from the Gross Fund.

7 17. "Labor and Workforce Development Agency Payment" means the amount that the Parties have
8 agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with
9 the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,
10 "PAGA"). The Parties have agreed that \$15,000 of the Gross Fund will be allocated to the
11 resolution of Class Members' claims arising under PAGA ("PAGA Fund"). Pursuant to PAGA,
12 Seventy-Five Percent (75%) of the PAGA Settlement Amount will be paid to the California Labor
13 and Workforce Development Agency. Twenty-Five Percent (25%) of the PAGA Settlement
14 Amount will be paid to PAGA Employees (this 25% is referred to herein as "Employee PAGA
15 Fund").

16 18. "Net Settlement Amount" means the portion of the Gross Fund remaining after deducting the
17 Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the Pre-Certification
18 Non-Settling Class Members Payment, the PAGA Fund, and Settlement Administration Costs.
19 The Net Settlement Amount will be distributed to Class Members. There will be no reversion of
20 the Net Settlement Amount to Defendant if any funds cannot be distributed.

21 19. "Notice of Objection" means a Class Member's valid and timely written objection to the
22 Settlement Agreement. For the Notice of Objection to be valid, it must include all elements
23 required by the Court. The Parties propose the following: (i) the objector's full name, signature,
24 address, and telephone number, (ii) a written statement of all grounds for the objection
25 accompanied by any legal support for such objection; and (iii) copies of any papers, briefs, or
26 other documents upon which the objection is based, if any documents are a basis of the objection.

27 20. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form attached
28 as **Exhibit A**.

- 1 21. “PAGA Employee” means all persons who are or were employed as a non-exempt employee by
2 Second Amendment Sports, Inc. in California during the PAGA Settlement Period. PAGA
3 Employees cannot opt out of the PAGA portion of this Settlement and will receive their Individual
4 PAGA Settlement Payment, and be deemed to release their PAGA Released Claims, even if they
5 opted out of the Class.
- 6 22. “PAGA Fund” means the amount from the Gross Fund that is available for distribution of the
7 Labor and Workforce Development Agency Payment and the Individual PAGA Settlement
8 Payments, after deducting (1) the Settlement Administration Costs (subject to Court approval), (2)
9 Attorneys’ Fees and Costs (subject to Court approval), and (3) all Class/PAGA Representative
10 Enhancement Payments. Pursuant to the Labor Code § 2699(i), the PAGA Penalties Fund shall be
11 allocated and paid as follows: 75% to the LWDA as the Labor and Workforce Development
12 Agency Payment; and 25% to the PAGA Employees. The entire PAGA Fund will be distributed
13 to the LWDA and the PAGA Employees in payment of PAGA penalties.
- 14 23. “PAGA Released Claims” and “PAGA Claims” mean any and all claims, rights, demands,
15 liabilities, and causes of action, arising from, or related to, the allegations or claims alleged or
16 which could have been alleged in the Action, the Class Action Complaint, the First Amended
17 Complaint and/or the Second Amended Complaint filed in this Action based on or related to the
18 facts alleged in the Action, including but not limited to: (a) Penalties pursuant to California Labor
19 Code Sections California Labor Code Sections 201, 202, 203, 204, 221-223, 226, 226.7, 512,
20 1182.12, 1194, 1194.2, 1197, 1198, 2698, 2699, 2699.3, 6407, *et seq.*, the applicable California
21 Industrial Welfare Commission Wage Order(s), and/or California Business and Professions Code;
22 (b) claims for attorneys’ fees and costs incurred in the prosecution of or in connection with the
23 Action; (c) any other remedies, penalties, or interest available under the PAGA based on, arising
24 out of, or related to the employment of Plaintiff and/or any of the PAGA Employees with
25 Defendant and/or any of the Released Parties, the facts alleged or that could have been alleged in
26 the Action, the Class Action Complaint, the First Amended Complaint, and/or the Second
27 Amended Complaint filed in the Action and/or the PAGA Notice. The PAGA Employees will be
28 issued a check for their share of the Employee PAGA Fund and will not have the opportunity to

1 opt out of, or object to, their Individual PAGA Settlement Payment and release of the PAGA
2 Released Claims set forth in this Paragraph. The PAGA Employees are bound by the release of
3 the PAGA Released Claims regardless of whether they cash their Individual PAGA Settlement
4 Payment.

5 24. "PAGA Settlement Period" is February 4, 2019 through the date of Preliminary Approval.

6 25. "Parties" means Plaintiff and Defendant collectively.

7 26. "Pre-Certification Non-Settling Class Members" are Class Members who did not execute an
8 agreement purporting to settle the Class Claims, and each Pre-Certification Non-Settling Class
9 Member who participates in this Settlement shall receive Five Hundred Dollars (\$500) from the
10 Gross Fund prior to distribution of the remaining Gross Fund to all Class Members, as set forth
11 herein.

12 27. "Pre-Certification Non-Settling Class Members Payment" and "Pre-Certification Non-Settling
13 Class Members Payments" mean the payments to be issued to the Pre-Certification Non-Settling
14 Class Members, each in the amount of Five Hundred Dollar (\$500), which are to be issued from
15 the Gross Fund prior to distribution of the remaining Gross Fund to all Class Members, as set forth
16 herein.

17 28. "Plaintiff" means Alicia Wiley.

18 29. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement
19 Agreement.

20 30. "Released Claims" means any and all claims, rights, demands, liabilities, causes of action, debts,
21 demands, obligations, actions, guarantees, liens, promises, penalties, costs, expenses, interest,
22 restitution, attorneys' fees and costs, losses, damages, liquidated damages, punitive damages,
23 equitable relief, or complaints of whatever kind or nature, whether known or unknown, contingent
24 or accrued, against Defendant or the Released Parties or any of them, under any state, municipal,
25 or federal law, statute, ordinance, regulation, order or common law principle or theory, arising
26 from, or related to, the allegations or claims alleged or which could have been alleged in the
27 Action, the Class Action Complaint, the First Amended Complaint, and/or the Second Amended
28 Complaint filed in this Action based on or related to the facts alleged in the Action and including,

1 but not limited to: (i) for failing to provide off-duty meal and rest breaks; (ii) for failing to pay off-
2 duty meal or rest break premiums or properly calculate the rate for off-duty meal and rest break
3 premium pay; (iii) for failing to timely pay wages upon termination; (iv) for failing to provide
4 accurate wage statements; (v) for failing to pay minimum wages; (vi) all claims for failing to pay
5 overtime wages; (vii) for failing to provide meal periods; (viii) for failing to provide rest breaks;
6 (ix) for violation(s) of the California Business & Professions Code §§ 17200, *et seq.*; (x) for
7 violation(s) of the California Labor Code §§ 2698, *et seq.*; (xi) for violation(s) of the California
8 Labor Code Sections 201, 202, 203, 204, 221-223, 226, 226.7, 512, 1182.12, 1194, 1194.2, 1197,
9 1198, 2698, 2699, 2699.3, 6407, *et seq.*, and/or of the applicable California Industrial Welfare
10 Commission Wage Order(s); (xii) for penalties pursuant to the PAGA; (xiii) for any and all other
11 statutory penalties, including those recoverable under the California Unfair Competition Act, and
12 in particular, California Bus. & Prof. Code Sections 17200, *et seq.*, California Code of Civil
13 Procedure Section 1021.5; and any other provision of the California Labor Code, including but not
14 limited to Labor Code Sections 2698, *et seq.*, or any applicable California Industrial Welfare
15 Commission Wage Order(s), in all their iterations; (xiv) for failure to comply with occupational
16 safety and health standards, regulations, and orders including but not limited to Title 8 Cal. Code
17 Regs. § 5198; (xv) all claims that were alleged in the Action or that could have been brought based
18 on the facts alleged in the Action; and (xvi) all claims for liquidated damages, penalties, interest,
19 fees, costs based on the foregoing (collectively, the “Released Claims”).

20 31. “Released Parties” means Defendant and Turner’s Outdoors Inc., Turner’s Operations, Inc. dba
21 Turner’s Outdoorsman, and their respective successors and predecessors in interest, subsidiaries,
22 affiliates, and parents; and their respective past or present, direct or indirect, officers, directors,
23 shareholders, employees, agents, principals, managers, administrators, heirs, representatives,
24 accountants, auditors, consultants, attorneys, insurers, and reinsurers.

25 32. “Release Period” means February 4, 2016 through the date of Preliminary Approval.

26 33. “Response Deadline” means the deadline by which Class Members must postmark or fax to the
27 Settlement Administrator Notices of Objection or Pay Period disputes. The Response Deadline
28 will be thirty (30) calendar days from the initial mailing of the Notice Packet by the Settlement

1 Administrator, unless the thirtieth (30th) calendar day falls on a Sunday or State holiday, in which
2 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
3 open.

4 34. "Settlement Administration Costs" means the costs payable from the Gross Fund to the Settlement
5 Administrator for administering this Settlement, including, but not limited to, printing, distributing,
6 and tracking documents for this Settlement, tax reporting, distributing the Gross Fund, providing
7 necessary reports and declarations, as requested by the Parties, and performing other duties and
8 responsibilities set forth herein to process this Settlement, and as requested by the Parties. The
9 Settlement Administration Costs will be paid from the Gross Fund, including, if necessary, any
10 such costs in excess of the amount represented by the Settlement Administrator as being the
11 maximum costs necessary to administer the Settlement. The Settlement Administration Costs are
12 currently estimated to be Fifteen Thousand Dollars (\$15,000).

13 35. "Settlement Administrator" means ILYM or any other third-party class action settlement
14 administrator agreed to by the Parties and approved by the Court for the purposes of administering
15 this Settlement. The Parties each represent that they do not have any financial interest in the
16 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
17 could create a conflict of interest.

18 36. "Unknown Claims" means any and all actions, suits, claims, demands, rights, liabilities, and
19 causes of action which specifically relate to the Released Claims or PAGA Released Claims that
20 Plaintiff does not know of or suspect to exist in their favor, which, if known by any of them, might
21 have affected his agreement to the Settlement. With respect to Unknown Claims, as of Final
22 Approval, Plaintiff and Class Members hereby expressly waive and relinquish, to the fullest extent
23 permitted by law, **insofar as the claims arise from, or are related to, the Released Claims or**
24 **Released PAGA Claims**, the benefits of section 1542 of the California Civil Code (as well as any
25 and all provisions, rights, and benefits of any similar state or federal law), which states:

26 A general release does not extend to claims that the creditor or releasing
27 party does not know or suspect to exist in his or her favor at the time of
28 executing the release, and that, if known by him or her would have
materially affected his or her settlement with the debtor or released party.

Thus, if the facts relating to this Settlement are found hereafter to be different from the facts now believed to be true, the Release set forth in this Agreement will remain fully effective. The provisions of this paragraph also apply to the PAGA claims that are released by PAGA Employees who opted-out of the Class.

TERMS OF AGREEMENT

Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

37. Funding of the Gross Fund. Defendant will send a one-time transfer of the Gross Fund to the Settlement Administrator (less amounts previously paid to Pre-Certification Settling Class Members in the amount of \$43,000.00), which will be deposited into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will additionally transmit the employer's share of payroll taxes separately when that amount is calculated by the Settlement Administrator. After the Effective Date, the Gross Fund will be used for: (i) Individual Class and PAGA Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class/PAGA Representative Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs. Defendant will send a check in the amount of the Gross Fund and the employer's share of payroll taxes within fifteen (15) business days of the Effective Date. The Gross Fund is the maximum total amount that Defendant is obligated to pay for any and all purposes under this Agreement and the Class Settlement, with the sole exception of Defendant's employer's share of payroll taxes that are due by virtue of any settlement payments made, including any Individual Settlement Payments paid, pursuant to the terms of this Agreement. In no event shall Defendant be obligated to pay or deposit with the Settlement Administrator more than the Gross Fund plus Defendants' share of the employer's share of payroll taxes as determined by the Settlement Administrator
38. Attorneys' Fees and Costs. Class Counsel will file a motion for Attorneys' Fees and Costs seeking reasonable attorneys' fees to be awarded by the Court, plus reasonable reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of the Action, both of which will be paid from the Gross Fund. A reduction in these amounts by the Court is not grounds to void the Agreement.

- 1 39. Class Representative Enhancement Payments. In exchange for a general release, and in
2 recognition of his efforts and work in prosecuting the Action on behalf of Class Members,
3 Defendant agrees not to oppose or impede any application or motion for a Class Representative
4 Enhancement Payment of: Fifteen Thousand Dollars (\$15,000) for Plaintiff. A reduction in this
5 amount by the Court is not grounds to void the Agreement. The Class Representative
6 Enhancement Payments will be paid from the Gross Fund and will be in addition to Plaintiffs'
7 Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and
8 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement
9 Payments.
- 10 40. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable
11 costs of administration of the Settlement and distribution of payments from the Gross Fund, which
12 is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs, which will be paid
13 from the Gross Fund, will include, *inter alia*, the required tax reporting on the Individual
14 Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets,
15 calculating and distributing the Gross Fund, and providing necessary reports and declarations.
- 16 41. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties
17 agree that the portion of the PAGA Fund payable to the LWDA and the PAGA Employees is part
18 of the Net Settlement Amount and shall be paid to PAGA Employees (regardless of whether they
19 object to or are excluded from the Class), based upon Pay Periods worked during the PAGA
20 period.
- 21 42. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Class
22 Members. No portion of the Net Settlement Amount will revert or be retained by Defendant.
- 23 43. Individual Class Settlement Payment Calculations. After deducting for the amounts for
24 Settlement Administration Costs, Plaintiff's awarded Class/PAGA Representative Enhancement
25 Payment, the PAGA Fund, and Class Counsel's awarded attorneys' fees and costs, the balance of
26 the Total Settlement Payment (the "Net Settlement Amount") will be distributed as follows:
- 27 (a) Each Pre-Certification Non-Settling Class Member shall receive \$500 from
28 the Net Settlement Amount prior to distribution of the remaining Net Settlement Amount

to all Class Members.

(b) After the distribution of \$500 each to each Pre-Certification Non-Settling Class Member, each Class Member's "Individual Class Settlement Payment" will be based on a ratio of the Class Member's Individual Class Pay Periods. The Individual Class Settlement Payment for this period will be calculated by dividing the Class Member's Individual Class Pay Periods by the total number of Individual Class Pay Periods worked by all Class Members. A portion of this resulting amount will be subject to tax withholdings, as described below.

44. Individual PAGA Settlement Payment Calculations. The Employee PAGA Fund will be distributed as follows:

(a) Each PAGA Employee's "Individual PAGA Settlement Payment" will be based on the ratio of the PAGA Employee's Individual PAGA Pay Periods. Individual PAGA Employee Settlement Payment for this period will be calculated by dividing the PAGA Employee's Individual PAGA Pay Periods by the total number of Individual PAGA Pay Periods worked by all PAGA Employees.

(b) PAGA Employees will receive an Individual PAGA Settlement Payment, and are subject to the release of PAGA Released Claims, even if they opt out of the Class or otherwise settled their Class Claims.

45. No Credit Toward Benefit Plans. The Individual Class and PAGA Settlement Payments made to Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits or enhancements under any benefit plans or collective bargaining agreements to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, employee stock ownership plans, vacation plans, sick leave plans, PTO plans, pay premium benefits including but not limited to shift bonus, holiday pay, longevity pay, vacation pay, and any other benefit plan and/or collective bargaining agreement term. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans and or benefits or enhancements provided

- 1 pursuant to a collective bargaining agreement.
- 2 46. Administration Process. The Parties agree to cooperate in the administration of the settlement and
- 3 to make all reasonable efforts to control and minimize the costs and expenses incurred in
- 4 administration of the Settlement.
- 5 47. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Defendant
- 6 will provide the Class List to the Settlement Administrator.
- 7 48. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving the Class List
- 8 from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via
- 9 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the
- 10 Class List as updated by the process described below.
- 11 49. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
- 12 Administrator will perform a search based on the National Change of Address Database for
- 13 information to update and correct for any known or identifiable address changes. Any Notice
- 14 Packets returned to the Settlement Administrator as non-deliverable on or before the Response
- 15 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
- 16 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice
- 17 Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt
- 18 to determine the correct address using a skip-trace, or other search using the name, address and/or
- 19 Social Security number of the Class Member involved, and will then perform a single re-mailing.
- 20 Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by
- 21 request, will have between the later of (i) an additional fifteen (15) calendar days or (ii) the
- 22 Response Deadline to submit an objection to the Settlement.
- 23 50. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will
- 24 provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
- 25 principal terms; (iii) the Settlement Class definition; (iv) the total number of Individual Class Pay
- 26 Periods each respective Class Member worked for Defendant during the Class Period, and the
- 27 total number of Individual PAGA Pay Periods each respective PAGA Employee worked for
- 28 Defendant during the PAGA Period; (v) each Class Member's estimated Individual Settlement

1 Payment and the formula for calculating Individual Class Settlement Payments, and each PAGA
2 Employee's estimated Individual PAGA Settlement Payment and the formula for calculating
3 Individual PAGA Settlement Payments; (vi) the dates which comprise the Class Period and
4 PAGA Period; (vii) instructions on how to submit Notices of Objection or Pay Period disputes;
5 (viii) the deadlines by which the Class Member must postmark or fax Notices of Objection or Pay
6 Period disputes; and (ix) the claims to be released.

7 51. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the
8 Pay Period information provided in their Notice Packets. To the extent Class Members dispute
9 their employment dates or the number of Pay Periods on record, Class Members may produce
10 evidence to the Settlement Administrator showing that such information is inaccurate. The
11 Settlement Administrator will decide the dispute. Defendant's records will be presumed correct,
12 but the Settlement Administrator will evaluate the evidence submitted by the Class Member and
13 will make the final decision as to the merits of the dispute. All disputes will be decided within ten
14 (10) business days of the Response Deadline.

15 52. Settlement Terms Bind All Class Members. All Class Members will be bound by all of its terms,
16 including those pertaining to the Released Claims during the Release Period, as well as any
17 Judgment that may be entered by the Court if it grants final approval to the Settlement. PAGA
18 Employees are bound by the release of the PAGA Released Claims regardless of whether they
19 opted-out of the Class.

20 53. Objection Procedures. To object to the non-PAGA portions of the Settlement Agreement, a Class
21 Member must fax or postmark a valid Notice of Objection to the Settlement Administrator on or
22 before the Response Deadline. The Notice of Objection must be signed by the Class Member and
23 contain all information required by this Settlement Agreement. At no time will any of the Parties
24 or their counsel seek to solicit or otherwise encourage Class Members to submit written objections
25 to the Settlement Agreement or appeal from the Order and Judgment. The Parties agree that Class
26 Counsel cannot and will not represent any Class Members with respect to any such objections to
27 this Settlement. A change in the method for objecting to the non-PAGA portion of the Settlement
28 by the Court may not form the basis for any party to void the agreement.

- 1 54. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement
2 Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies
3 the number of Class Members who have submitted objections to the Settlement, and whether any
4 Class Member has submitted a challenge to any information contained in their Notice Packet.
5 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
6 reports regarding the administration of the Settlement Agreement as needed or requested.
- 7 55. Distribution Timing of Settlement Payments. Within fifteen (15) calendar days of the receipt of
8 funds from Defendant as described above, the Settlement Administrator will issue payments to: (i)
9 Class Members and PAGA Employees; (ii) the Labor and Workforce Development Agency; (iii)
10 Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself
11 for Court-approved services performed in connection with the Settlement.
- 12 56. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks
13 returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
14 more than one hundred and eighty (180) calendar days after issuance will be tendered to the Labor
15 Workforce Development Agency.
- 16 57. Certification of Completion. Upon completion of administration of the Settlement, the Settlement
17 Administrator will provide a written declaration under oath to certify such completion to the Court
18 and counsel for all Parties. The Settlement Administrator will be solely responsible for that filing,
19 and the Settlement Administrator's failure to comply with this requirement will not affect the
20 settlement's validity.
- 21 58. Treatment of Individual Settlement Payments. All Individual Class Settlement Payments will be
22 allocated as 70% wages for which IRS Forms W-2 will be issued, and 30% non-wages (for
23 alleged interest and penalties) for which IRS Forms 1099-MISC will be issued. Each PAGA
24 Employee's Individual PAGA Settlement Payment will be allocated as non-wages (for alleged
25 interest and penalties) for which IRS Forms 1099-MISC will be issued.
- 26 59. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be
27 responsible for issuing to Plaintiffs, Class Members, PAGA Employees, and Class Counsel any
28 W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this

Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities as well as posting the Class Notice and all settlement documents and posting the Final Approval Order and Judgment on their website.

60. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

61. Tax Obligations. Each of the Parties, PAGA Employees, and participating Class Members will be responsible for their own tax obligations. The Parties agree and understand that Defendant has not made any representations regarding the tax obligations or consequences, if any, related to the Class Settlement. In the event that it is subsequently determined by a tax authority that any of the participating Class Members, PAGA Employees, and/or Plaintiff, owe any additional taxes with respect to any money distributed under the Settlement, it is expressly agreed that the determination of any tax liability is between the payment recipient and the tax authorities, and that Defendant shall not be responsible for the payment of such taxes, including any interest and penalties.

62. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section, the “acknowledging party” and each party to this agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of

any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement.

63. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

64. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. The amount of the Gross Fund described herein is deemed material terms and Defendant may revoke the agreement if the Court insists on a change that increases the obligation of Defendant to pay an amount in excess of the Gross Fund. The allocation of the Net Settlement Fund to the Settlement Class described herein is deemed to be a material term of the Agreement and if the Court refuses to approve it or orders any change in the allocation, Defendant may revoke the Agreement. The definitions of Released Claims and PAGA Released Claims, and approval of this Settlement on both a Class and PAGA basis, are material terms to this settlement, and Defendant may revoke the agreement if the Court insists on a change to the definition of Released Claims or PAGA Released Claims or declines to approve this Settlement on either a Class or PAGA basis. In the event that the court does not approve this settlement agreement, the parties agree that they shall jointly request a trial date from the court.

65. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (i) preliminary approval of the proposed Settlement Agreement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the

1 Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth
2 the terms of this Settlement, and will include the proposed Notice Packet, which will include both
3 the proposed Notice of Class Action Settlement document, attached as **Exhibit A**. Class Counsel
4 will be responsible for drafting all documents necessary to obtain preliminary approval, but
5 Defendant's counsel will have the right to review the drafts.

6 66. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to
7 postmark objections to the Settlement Agreement, and with the Court's permission, a Final
8 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the
9 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and
10 Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual Settlement Payments;
11 (iv) the Labor and Workforce Development Agency Payment; and (v) all Settlement
12 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier
13 than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for
14 drafting all documents necessary to obtain final approval. Class Counsel will also be responsible
15 for drafting the attorneys' fees and costs application to be heard at the final approval hearing, but
16 Defendant's counsel will have the right to review the drafts.

17 67. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after
18 the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court
19 for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for
20 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
21 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate
22 under court rules or as set forth in this Settlement Agreement.

23 68. General Release of Claims by Plaintiff. As a condition of the class action Settlement and in
24 consideration for the consideration set forth in this Agreement, upon the Effective Date, Plaintiff,
25 on behalf of herself and her dependents, heirs, assigns, beneficiaries, devisees, legatees, executors,
26 administrators, agents, trustees, conservators, guardians, representatives, and successors-in-
27 interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other
28 type or in any other capacity, shall and does hereby waive, release, acquit and forever discharge

1 Defendant and the Released Parties, to the fullest extent permitted by law, of and from the
2 Released Claims and any and all claims, charges, complaints, liabilities, obligations, promises,
3 agreements, controversies, damages, actions, causes of action, suits, rights, demands, grievances,
4 costs, losses, debts, setoffs, guarantees, indemnities, counterclaims, penalties, costs and expenses,
5 attorneys' fees and costs, and controversies of whatever kind and nature, character, and
6 description, whether known and unknown, whether anticipated or unanticipated, whether at law or
7 in equity, whether sounding in tort, contract, federal, state or local law, statute, ordinance,
8 regulation, common law, or other source of law or contract, which Plaintiff has, may now have or
9 may have after the signing of this Settlement Agreement (collectively, "Claims or Causes of
10 Action"), arising out of or in any way related to her hiring by Defendant or any of the Released
11 Parties, her employment with and/or any separation of her employment with Defendant or any of
12 the Released Parties, or otherwise relating to, Defendant and/or any of the Released Parties,
13 including, but not limited to, the Released Claims, claims that were asserted or could have been
14 asserted in the Action, and any and all tort claims, contract claims, claims for wages, premium and
15 other forms of pay, unpaid/unreimbursed costs, penalties (including, without limitation, waiting
16 time penalties and wage statement penalties), general damages, compensatory damages, liquidated
17 damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses,
18 restitution, equitable relief, declaratory relief, wrongful termination claims, disability claims,
19 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
20 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
21 meruit claims, and any and all claims arising under any federal, state or other governmental
22 statute, law, regulation or ordinance including, but not limited to, any and all claims for violation
23 of any provision of (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of
24 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in
25 Employment Act and/or the Older Workers Benefit Protection Act; (f) the Fair Labor Standards
26 Act; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the
27 Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the
28 Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair

1 Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code or
2 other state wage and hour laws; (p) the California Government Code; (q) the California Civil
3 Code; (r) the United States Constitution; (s) the California Whistleblower Protection Act; (t) any
4 applicable California Industrial Welfare Commission Wage Orders; (u) the Unruh Civil Rights
5 Act; (v) the California Labor Code Private Attorneys General Act of 2004, California Labor Code
6 Sections 2699, *et seq.*; (w) the California Business and Professions Code, including but not limited
7 to §§ 17200 *et seq.*; (x) the California Family Rights Act; (y) the Uniformed Services
8 Employment and Reemployment Rights Act; and (z) any and all other federal, state, and local
9 statutes, ordinances, regulations, rules, and other laws, and all of their implementing regulations
10 and interpretive guidelines, and any and all claims based on constitutional, statutory, common law,
11 or regulatory grounds as well as any other claims based on theories of wrongful or constructive
12 discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or
13 intentional infliction of emotional distress, negligent infliction of emotional distress, or damages
14 under any other federal, state, or local statutes, ordinances, regulations, rules, or laws to the fullest
15 extent permitted by law. This release includes, but is not limited to, Claims or Causes of Action
16 for any and all relief, no matter how denominated, including, but not limited to, back pay, front
17 pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages,
18 punitive damages, damages for pain and suffering, and attorneys' fees and costs, and Plaintiff, on
19 behalf of herself and her dependents, heirs, assigns, beneficiaries, devisees, legatees, executors,
20 administrators, agents, trustees, conservators, guardians, personal representatives, and successors-
21 in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other
22 type or in any other capacity, shall and do hereby separately waive, release, acquit and forever
23 release, discharge and agree to hold harmless Defendants and the Released Parties from any and
24 all claims for attorneys' fees and costs arising out of the matters released in this Settlement
25 Agreement (collectively, "Plaintiff's General Released Claims").

26 69. Waiver of California Civil Code Section 1542 by Plaintiff. Plaintiff intends that this Agreement
27 be, and is, a general release that shall be effective as a bar to any and all claims against the
28 Released Parties. Plaintiff recognizes that she may have some claim, demand, and/or cause of

1 action against the Released Parties of which Plaintiff is completely unaware and unsuspecting that
2 Plaintiff is giving up by the execution of this Agreement. Plaintiff intends, in executing this
3 Agreement, that this Agreement will deprive her of each such claim, demand or cause of action
4 and will prevent Plaintiff from asserting it against the Released Parties. In furtherance of this
5 intention, Plaintiff knowingly, voluntarily, and expressly waives any rights or benefits conferred
6 by the provisions of the California Civil Code Section 1542, which Plaintiff specifically
7 acknowledges that she is aware of and familiar with the provisions of California Civil Code
8 section 1542, which provides as follows:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
12 AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY
13 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
14 PARTY.

15 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and
16 relinquishes any and all rights and benefits she may have under the provisions of section 1542 of
17 the California Civil Code as well as any other statutes or common law principles of a similar
18 effect. Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
19 she now knows or believes to exist or to be true, but Plaintiff expressly agrees to fully, finally, and
20 forever settle and release any and all claims against the Released Parties, known or unknown,
21 suspected or unsuspected, contingent or non-contingent, that were asserted or could have been
22 asserted upon any theory of law or equity without regard to the subsequent discovery of existence
23 of such different or additional facts. Plaintiff acknowledges and agrees that she has had the
24 opportunity to be advised by her own legal counsel, and has done so, with respect to this general
25 release and to this express waiver of California Civil Code Section 1542 and other similar statutes
26 or rules of law.

27 70. Defendant's Denial of Wrongdoing and Liability. Defendant denies any and all liability and/or
28 wrongdoing of any kind associated with the claims alleged by Plaintiff and further denies all of the

1 allegations, claims, and contentions alleged by Plaintiff in the Action, and has asserted numerous
2 affirmative defenses. Defendant expressly denies all charges of wrongdoing or liability against it
3 arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendant
4 contends, among other things, that at all times it complied with California and federal employment
5 and wage and hour laws including, but not limited to, the California Labor Code and Industrial
6 Wage Commission Orders, and has at all times dealt legally and fairly with Plaintiff, the PAGA
7 Employees, and the Class Members. Defendant further contends that, for any purpose other than
8 settling this Action, the Action and the claims asserted therein, are not appropriate for class or
9 representative action treatment. However, Defendant has concluded that further proceedings in the
10 Action would be protracted and expensive and that it is desirable that the Action be fully and
11 finally settled in the manner and upon the terms and conditions set forth in this Settlement
12 Agreement, to dispose of burdensome and protracted litigation.. Defendant has also taken into
13 account the uncertainty and risks inherent in any litigation, especially in complex cases such as the
14 Action. Defendant has, therefore, determined that it is desirable and beneficial to it that the Action
15 be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement
16 and that all actual or potential claims be fully and finally settled by Plaintiff and the Class
17 Members.

18 71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set
19 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
20 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

21 72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of
22 the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
23 be deemed binding on the Parties, and no Party is relying on any representation not contained in
24 this agreement.

25 73. Amendment or Modification. No amendment, change, or modification to this Settlement
26 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

27 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent
28 they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties
2 pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents
3 required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will
4 cooperate with each other and use their best efforts to effect the implementation of the Settlement.
5 If the Parties are unable to reach agreement on the form or content of any document needed to
6 implement the Settlement, or on any supplemental provisions that may become necessary to
7 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
8 such disagreement.

9 75. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure
10 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11 76. California Law Governs. All substantive terms of this Settlement Agreement and Exhibits hereto
12 will be governed by and interpreted according to the laws of the State of California, except to the
13 extent Federal Law applies.

14 77. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all
15 Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and
17 scanned copies of the signature page, will be deemed to be one and the same instrument.

18 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement
19 Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
20 Settlement after arm's-length negotiations with the assistance of an experienced wage/hour
21 mediator and in the context of adversarial litigation, taking into account all relevant factors, present
22 and potential. The Parties further acknowledge that they are each represented by competent
23 counsel and that they have had an opportunity to consult with their counsel regarding the fairness
24 and reasonableness of this Settlement.

25 79. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid,
26 the Court will first attempt to construe the provision as valid to the fullest extent possible
27 consistent with applicable precedents so as to define all provisions of this Settlement Agreement
28 as valid and enforceable.

- 1 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
2 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel
3 may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
4 the Court, and either party may appeal any court order that materially alters the Settlement
5 Agreement's terms.
- 6 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has
7 arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
8 into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal,
9 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
10 any other applicable laws, regulations or legal requirements; breached any contract; violated or
11 breached any duty; engaged in any misrepresentation or deception; or engaged in any other
12 unlawful conduct with respect to its employees or anyone else. Neither this Settlement
13 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will
14 be construed as an admission or concession by Defendant of any such violations or failures to
15 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
16 Settlement, this Settlement Agreement and its terms and provisions will not be offered or received
17 as evidence in any action or proceeding to establish any liability or admission on the part of
18 Defendant or to establish the existence of any condition constituting a violation of, or a non-
19 compliance with, federal, state, local or other applicable law.
- 20 82. Injunction Against Duplicative Claims: Upon Preliminary Approval of the Settlement Agreement,
21 all Class Members shall be enjoined from filing, joining, or becoming a party, member or
22 representative in any actions, claims, complaints, or proceedings in any state or federal court on an
23 individual, representative, collective or class action basis, or with the California Department of
24 Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States
25 Department of Labor ("DOL"), or from initiating any other proceedings, regarding any of the
26 Released Claims or PAGA Released Claims defined hereinabove. Any related pending actions,
27 claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be
28 stayed until the Class Members have had an opportunity to decide to participate or object to this

1 Settlement. In addition, Upon Preliminary Approval of the Settlement Agreement, all Class
2 Members shall be enjoined from filing, joining, or becoming a party, member or representative in
3 any actions, claims, complaints, or proceedings in any state or federal court on an individual,
4 representative, collective or class action basis, or with the California Department of Industrial
5 Relations' Division of Labor Standards Enforcement ("DLSE") or the United States Department
6 of Labor ("DOL"), or from initiating any other proceedings, regarding any of the Released Claims
7 or PAGA Released Claims defined hereinabove to the extent the such actions, claims, complaints,
8 or proceedings are based on the PAGA claims released via this Settlement.

9 This Agreement and Settlement is conditioned upon the full release by all Class Members, as
10 described hereinabove; and a full release of all PAGA Claims covered by this Settlement
11 regardless of whether a PAGA Employee opted out of the Class. If the Court declines to enforce
12 this injunction against duplicative claims, it will not be grounds to void this Settlement Agreement.

13 83. Encouragement of Class Members: The Parties to this Agreement and the counsel representing such
14 Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member
15 to object to it. However, Class Counsel and Defendant may respond to inquiries from Class
16 Members. Class Counsel represents, through its signature below, that it has not taken any action
17 prior to signing this Agreement that would encourage any Class Member to object to this
18 Settlement. Class Counsel represents and warrants that at the time of signing this Agreement, it has
19 no clients or prospective clients who are potential plaintiffs with potential or actual causes of action
20 against Defendant.

21 84. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or
22 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
23 constitute a further waiver by such Party of the same or any other condition, covenant, right or
24 remedy.

25 85. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or
26 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or
27 to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
28 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,

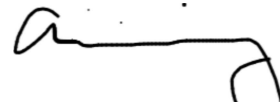
- 1 including expert witness fees incurred in connection with any enforcement actions.
- 2 86. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions
- 3 of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
- 4 more strictly against one party than another merely by virtue of the fact that it may have been
- 5 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
- 6 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
- 7 Agreement.
- 8 87. Representation by Counsel. The Parties acknowledge that they have been represented by counsel
- 9 throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
- 10 Settlement Agreement has been executed with the consent and advice of counsel. Further,
- 11 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement
- 12 Agreement.
- 13 88. All Terms Subject to Final Court Approval. All amounts and procedures described in this
- 14 Settlement Agreement will be subject to final Court approval.
- 15 89. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and
- 16 execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
- 17 Agreement.
- 18 90. Binding Agreement. The Parties warrant that they understand and have full authority to enter into
- 19 this Settlement Agreement, and further intend that this Settlement Agreement will be fully
- 20 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure
- 21 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
- 22 that otherwise might apply under federal or state law.

23 **READ CAREFULLY BEFORE SIGNING**

24

25 12 / 21 / 2022

26 Dated: _____

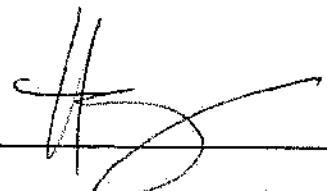


27 _____
Alicia Wiley
Representative

28 _____
Plaintiff/Class

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Dated: 12/12/2022


By:
Defendant Second Amendment Sports, Inc.

Dated: 12/21/22


By:
Defendant Turner's Outdoors Inc.

4877-6343-3734.6 / 109525-1001

NOTICE OF CLASS ACTION SETTLEMENT

Wiley v. Second Amendment Sports, Inc., et al.

Kern County Superior Court

Case No. BCV-20-100349-TSC

If you have worked for Second Amendment Sports, Inc. in California as a nonexempt employee between February 4, 2016, and [DATE OF PRELIMINARY APPROVAL], you could receive money from a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit that affects your rights.
- The settlement resolves a class action lawsuit against Second Amendment Sports, Inc. (“SAS” or the “Company”) alleging that SAS did not comply with the California Labor Code.
- The Court has not decided whether to finally approve the settlement. Payments will be made only after the Court approves the settlement and, in case of an appeal, when the appeal is resolved.
- The decision whether to participate in, request to be excluded from, or object to the settlement is entirely yours. SAS will not retaliate against anyone for participating (or not participating) in the settlement.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SHARE OF THE SETTLEMENT AWARD	Do nothing. Automatically receive your settlement award. Release the wage and hour claims referenced herein. See Sections 25-26 below for more information about your settlement award. See Section 27 below for more information about the release.
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT	Ask to be excluded. Receive no payment. See Section 11 below.
OBJECT TO THE TERMS OF THE SETTLEMENT	Serve an objection that the settlement is unfair or inadequate. See Section 12 below.

Please read this Notice carefully. It describes your rights, and the steps you have to take, if any, to receive money from the settlement or to exclude yourself from the settlement.

BASIC INFORMATION

1. Why did I receive this Notice?

SAS's employment records show that you were employed by the Company in California as a nonexempt employee between February 4, 2016 and [DATE OF PRELIMINARY APPROVAL]. A settlement has been reached in a class action lawsuit against SAS that affects your rights. The Kern County Superior Court, which is overseeing this class action, ordered that you be sent this Notice.

2. What is this class action about?

This class action, known as Wiley v. Second Amendment Sports, Inc., Kern County Superior Court, Case No. BCV-20-100349-TSC, alleges that SAS failed to comply with the Labor Code. It also alleges that, as a result of the foregoing, SAS is liable for civil penalties under the Private Attorneys General Act ("PAGA").

3. What does SAS contend?

SAS denies all of the allegations in the lawsuit. SAS contends that it has complied with its legal obligations. SAS also contends that the lawsuit could not be maintained as a class action if it was litigated.

4. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The Class Representative in this lawsuit is Alicia Wiley. The employees she represents are the "Class" or "Class Members." The Class Representatives and all the Class Members are called the "Plaintiffs." Defendant Second Amendment Sports, Inc. is called the "SAS." One Court resolves the issues for everyone in the Class, except for those people who request to exclude themselves from the Class.

5. Why is this lawsuit being settled?

After settlement negotiations and the exchange of information and documents, the Class Representative and SAS have agreed to settle this case. The settlement represents a compromise of disputed claims and is not an admission that SAS violated the law. The Class Representative and his attorneys believe the settlement is in the best interests of the Class given the risks and expense.

6. Has the Court decided who is right?

No. The Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

7. Who is the Settlement Administrator?

The Settlement Administrator is ILYM Group, a third party appointed by the Court to send this Notice, process and issue settlement checks, and otherwise administer the settlement. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment at SAS, or ask questions regarding the processing of settlement payments. You may contact the Settlement Administrator at:

ILYM GROUP, INC.
14771 Plaza Dr., Unit L
Tustin, CA 92780
Telephone (888) 250-6810

YOUR RIGHTS AND OPTIONS

8. Am I part of this Class?

In preliminarily approving the settlement, the Court has defined the Class to include any and all persons who are or were employed as a nonexempt employee by Second Amendment Sports, Inc. in California from February 4, 2016, until [DATE OF PRELIMINARY APPROVAL]. Records indicate that you are a class member. (If you do not want to be part of this case, read Section 11 below).

9. What does the settlement provide?

The parties have agreed to create a settlement fund to be divided among all Class Members, as discussed below. In return, Class Members who do not timely request to be excluded from the Class will release claims they might have against SAS that were or could have been raised based on the factual allegations in the lawsuit. For more information about your estimated payment out of the settlement fund and the way it was calculated, see Sections 25-26 below. For more information about the claims being released as part of the settlement, see Section 27 below.

10. How do I participate in the settlement?

You do not need to do anything to participate. You will automatically receive a settlement payment and release claims against SAS unless you request to be excluded from the settlement.

11. How do I request to be excluded from the settlement?

If you wish to be excluded from the settlement, you must complete and sign the enclosed Exclusion Form and mail it to the Settlement Administrator at the address specified above in Section 7. **To be effective, your signed Exclusion Form request must be postmarked no later than <<date>>.**

If you do not complete, sign, and timely mail an Exclusion Form, you will be bound by all terms and conditions of the settlement, including its release of claims. If you do submit a timely and valid Exclusion Form, you will not receive any money from the settlement and will not be bound by its release of claims.

12. May I object to the settlement?

If you believe the settlement is unfair or inadequate, you may object, personally or through an attorney at your own expense, by mailing a copy of your objection to the Settlement Administrator at the address set forth above in Section 7. You cannot object to the settlement **and** exclude yourself from the settlement.

Any written objection must include: (1) your name, address, and phone number; (2) the case name and number of this lawsuit; (3) all factual and legal reasons why you object to the settlement; (4) any documents you contend support your objection; (5) a list of any witnesses you contend support your objection; and (6) your dated signature. **To be effective, any written objection must be postmarked no later than <<date>>. Do not telephone the Court or SAS's counsel.**

You may also object by appearing in person at the Final Approval Hearing, scheduled for _____, 2023 at _____, in Department 17 of the Kern County Superior Court, 1415 Truxtun Ave Bakersfield, CA 93301.

If the Court rejects your objection, you will be bound by the terms of the settlement and you will not be able to exclude yourself from the settlement.

13. When is the final approval hearing?

A final approval hearing on the fairness and adequacy of the proposed settlement will be held on _____, 2023, at _____ .m. in Department 17 of the Kern County Superior Court, 1415 Truxtun Ave Bakersfield, CA 93301. The final approval hearing may be continued without further notice. If the settlement is not approved, the lawsuit will continue.

14. When will I receive my payment?

Payments will be sent approximately 75 days after the Court gives the settlement its final approval, unless an appeal is filed. If an appeal is filed, payments will be delayed until all appeals are finally resolved in favor of the settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has determined that Ruben Escobedo, Mohammed K. Ghods, and Jeremy A. Rhyne are qualified to represent you and all Class Members, and has appointed them as “Class Counsel.” They are experienced in handling similar cases. Mr. Escobedo’s contact information is at the end of this Notice.

16. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, however, you are responsible for paying that lawyer.

17. How will Class Counsel be paid?

You do not have to pay Class Counsel’s fees and costs. The fees and costs that the Court approves will be paid by SAS as part of the Gross Fund. More information about the attorneys’ fees and costs is contained in Section 20 below.

TERMS OF THE SETTLEMENT

18. What has SAS agreed to do?

SAS has agreed to pay a total of \$400,000.00 (the “Gross Fund”), which includes the payments to the Class Members, the Class/PAGA Representative Enhancement, Class Counsel’s Attorney’s Fees and Costs, the Labor and Workforce Development Agency Payment, and the Settlement Administrator’s fees and costs incurred in administering the Settlement. The “Net Settlement Amount” that will be distributed to the Class Members is the amount of the Gross Fund, minus the Class/PAGA Representative Enhancement, the Class Counsel’s Fees and Costs Payment, the Labor and Workforce Development Agency Payment, and the Settlement Administrator’s Payment.

19. What is a “Class/PAGA Representative Enhancement”?

In class actions such as this one, a Court may provide the class representative a “Class/PAGA Representative Enhancement” in recognition of the time, effort, and risks the Class Representative took to prosecute the class action and/or PAGA action. In the present case, the Settlement provides that Plaintiff will request the Court approve a Class/PAGA Representative Enhancement of up to \$15,000.00.

20. How much is the Class Counsel fee and expense award?

Class Counsel will ask the Court to receive up to \$ [AMOUNT PRELIMINARILY APPROVED BY COURT] to pay for the attorneys' fees incurred in connection with their work in this case, together with up to \$15,000.00 in reasonable costs incurred. Class Members are not personally liable for any fees and costs.

21. How much will it cost to administer the Settlement?

It is estimated that it will cost approximately up to \$15,000.00 to fully administer the settlement.

22. What is the Labor and Workforce Development Agency Payment?

Under the Settlement, \$15,000 has been set aside to resolve Plaintiff's claim that SAS is liable for civil penalties under the PAGA. Pursuant to the PAGA, 75% of that amount will be paid to the California Labor & Workforce Development Agency ("LWDA"), and the remaining 25% will be paid to Participating Class Members as part of the Net Settlement Amount.

23. How will the Net Settlement Amount be distributed to Class Members?

The Net Settlement Amount will be distributed to Class Members as follows:

- All Class Members who did not previously sign an individualized settlement agreement with SAS will receive \$500 prior to distribution of the remaining amount.
- The remainder of the Net Settlement Amount will be distributed *pro rata* to each Participating Class Member based on the number of each Participating Class Member's Class Pay Periods compared with the total number of Individual Class Pay Periods worked by all Class Participants.
- If any settlement checks are not cashed within 180 calendar days after mailing, that money will be paid to the LWDA.

24. Will I have to pay taxes on my award?

70% of your award will be considered to be wages and will be reported on IRS Form W-2 with all appropriate taxes withheld. The rest of your award will be reported on IRS Form 1099 as payment of interest and penalties.

You are responsible for the proper income tax treatment of your settlement share. You should consult a tax professional for more information about your own specific situation and the tax consequences of your settlement award. Neither the Settlement Administrator, Class Representative, Class Counsel, SAS, nor SAS's counsel can provide you with tax advice.

25. How will my share of the settlement be calculated?

The Individual Class Settlement Payment will be calculated by dividing the Class Participant's Individual Class Pay Periods by the total number of Individual Class Pay Periods worked by all Class Participants. According to SAS's records, you have [redacted] Individual Class Pay Periods out of a total of [redacted] Individual Class Pay Periods worked by all Class Participants ([redacted] % of the Net Settlement Amount).

If the information above is incorrect and you wish to correct the information, you must submit a signed, written statement explaining why you dispute this information. Attach copies (not originals) of any relevant documents supporting your dispute. You must mail the signed and completed statement to the Settlement Administrator at the address set forth above in Section 7 no later than <<date>>. **If your signed and completed statement is not postmarked by that date, you will not be able to dispute the calculation of your settlement share.** After consultation with you, Class Counsel, and SAS, the Settlement Administrator will attempt to resolve any dispute. Any dispute that cannot be resolved informally will be resolved by the Court.

26. What is my estimated share of the settlement?

Based on the records supplied to the Settlement Administrator, your **estimated** settlement award is \$[redacted]. Please note that this amount may change depending on various factors, including the number of Class Members, if any, who request to be excluded from the settlement.

RELEASE OF CLAIMS

27. What claims are being released as part of the settlement?

Upon final approval of the Settlement by the Court, and except as to rights created by this Agreement, Plaintiff and each Participating Class Member fully release and discharge SAS and its respective successors and predecessors in interest, subsidiaries, affiliates, and parents; and its and their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers (hereafter the "Released Parties") from all claims, rights, demands, liabilities, and causes of action, arising from, or related to, the claims alleged or which could have been alleged in the Second Amended Complaint based on or related to the operative pleaded facts in the Action based on California Labor Code §§ 2698, et seq. ("PAGA Claims"). The PAGA Employees will be issued a check for their share of the Employee PAGA Fund and will not have the opportunity to opt out of, or object to, the PAGA payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash their Individual PAGA Settlement Payment.

FINAL SETTLEMENT APPROVAL HEARING

28. When will the Court consider whether to finally approve the settlement?

The Court will hold a hearing in Department 17 of the Kern County Superior Court, 1415 Truxtun Ave Bakersfield, CA 93301, on _____, 2023 at _____.m., to decide whether to finally approve the Settlement. At that time, the Court will also decide whether to approve Class Counsel's request for attorneys' fees and reimbursement of costs, the Class/PAGA Representative Enhancement, the Labor and Workforce Development Agency Payment, and the Settlement Administrator's payment.

It is not necessary for you to appear at this hearing. You may appear and speak at the hearing if you want to do so. Any attorney who will represent you must file a notice of appearance with the Court and serve the notice of appearance on Class Counsel and counsel for SAS on or before <<RESPONSE DEADLINE>>. If you choose to hire your own attorney, you will be solely responsible for the fees and costs of that attorney.

The Final Settlement Approval hearing may be postponed without further notice to the Class. If the settlement is not approved, the lawsuit will continue. Notice of the final judgment will be posted on the Settlement Administrator's website, www.ilymgroup.com.

FURTHER INFORMATION

29. How do I get more information?

This Notice provides a summary of the basic terms of the settlement. For the Settlement's complete terms and conditions, please consult the Settlement Agreement that was filed with the Court. You may do so by inspecting the Court's files and the Settlement Agreement at the Office of the Clerk of the Kern County Superior Court located at 1415 Truxtun Ave Bakersfield, CA 93301, during regular court hours. You may also contact Class Counsel using the contact information listed below for more information.

If you have more questions about this Notice or the lawsuit, you can contact Class Counsel at:

Ruben Escobedo
WORKWORLD LAW CORP.
6907 El Camino Real, Suite A
Atascadero, CA 93422
Telephone: (805) 335-2476
Facsimile: (805) 892-6213
support@workworldlaw.com

**PLEASE DO NOT TELEPHONE OR WRITE THE COURT, THE OFFICE OF THE
CLERK, SAS OR ITS COUNSEL FOR INFORMATION REGARDING THIS
SETTLEMENT**

EXHIBIT B
[ENVELOPE FOR MAILING CLASS NOTICE]

(Name of Settlement
Administrator
Street Address
City, State, Zip)

<<Name>>
<<Address>>
<<City>>, <<State>>
<<Zip Code>>

Court-Ordered Class Action Notice Inside
Your Rights Could Be Affected by a Class Action
Settlement in *Wiley v. Second Amendment Sports, Inc.*

EXHIBIT C
[EXCLUSION FORM]

REQUEST FOR EXCLUSION FORM

Wiley v. Second Amendment Sports, Inc.

Kern County Superior Court

Case No. BCV-20-100349-TSC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

**ILYM GROUP
WILEY v. SECOND AMENDMENT SPORTS, INC.
SETTLEMENT ADMINISTRATOR
ADDRESS
ADDRESS
PHONE
FAX**

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled Wiley v. Second Amendment Sports, Inc., Kern County Superior Court, Case No. BCV-20-100349-TSC.

I WISH TO BE EXCLUDED FROM THE CLASS IN THE WILEY V. SECOND AMENDMENT SPORTS, INC. SETTLEMENT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.

Name

Telephone Number

Address

Dated

Signature

Last Four Digits of Social Security Number _____