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CENTER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

ANTHONY HUIZAR, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIFORNIA SPORTS CENTER, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 20CV372610

CLASS ACTION

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

Date Action Filed: November 5, 2020
Trial Date: Not Set

1 printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class
2 Member, tax reporting, distributing the Net Settlement Amount, and providing necessary reports and
3 declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested
4 by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including,
5 if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the
6 maximum costs necessary to administer the settlement. The Settlement Administration Costs are currently
7 estimated to be no more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000). To the extent actual
8 Settlement Administrations Costs are greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000),
9 such excess amount will be deducted from the Gross Settlement Amount.

10 5. “Class List” means a complete list of all Class Members that Defendant will diligently and in
11 good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar
12 days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft
13 Office Excel spreadsheet and will include each Class Member’s full name; most recent mailing address and
14 telephone number; Social Security number; and the Workweeks worked by each Class Member during the
15 Class Period (“Individual Workweeks”), the number of PAGA Pay Periods for each Class Member, and any
16 other information the Parties agree is needed to calculate settlement payments.

17 6. “Class Member(s)” or “Settlement Class” means: all current and former hourly non-exempt
18 employees employed by Defendant in California at any time from November 5, 2016, to October 25, 2021.

19 7. “Class Representative Enhancement Payments” means the amount to be paid to Plaintiffs in
20 recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general
21 release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the
22 exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement
23 Payments of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) for Plaintiff Anthony Huizar and
24 Five Thousand Dollars and Zero Cents (\$5,000) for Plaintiff Paola Navarro.

25 8. “Gross Settlement Amount” means the maximum settlement amount of Five Hundred Fifty
26 Thousand Dollars and Zero Cents (\$550,000) to be paid by Defendant in full satisfaction of all claims arising
27 from the Action, which includes all Individual Settlement Payments to Participating Class Members, the Class
28 Representative Enhancement Payments to Plaintiffs, Settlement Administration Costs to the Settlement

1 Administrator, the Labor and Workforce Development Agency Payment, and the Attorneys' Fees and Costs.
2 Defendant will be separately responsible for any employer payroll taxes required by law, including the
3 employer FICA, FUTA, and SDI contributions.

4 9. "Court" means the Santa Clara County Superior Court.

5 10. "Defendant" means California Sports Center.

6 11. "Effective Date" means: either (a) the date sixty (60) days after the Final Approval Order
7 approving the settlement, if no motions for reconsideration and no appeals or other efforts to obtain review
8 have been filed, or (b) in the event that a motion for reconsideration, an appeal, or other effort to obtain review
9 of the final judgment and order approving settlement is filed, the date sixty (60) days after such
10 reconsideration, appeal, or review has been finally concluded and is no longer subject to review, whether by
11 appeal, petition for rehearing, petition for review, or otherwise.

12 12. "Final Approval" means the Court entering an order granting final approval of the Settlement
13 Agreement.

14 13. "Final Approval Order" means the order granting Final Approval of the Settlement Agreement
15 entered by the Court.

16 14. "Operative Complaint" means the Second Amended Complaint filed on January 24, 2022, in
17 this Action.

18 15. "Individual Settlement Payment" means each Class Member's share of the Net Settlement
19 Amount, to be distributed to the Participating Class Members and each PAGA Employee's share of 25% of the
20 LWDA Payment.

21 16. "Labor and Workforce Development Agency Payment" or "LWDA Payment" means the
22 amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in
23 connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code, §§ 2698, *et seq.*,
24 "PAGA"). The Parties have agreed that Fifty Thousand Dollars and Zero Cents (\$50,000) of the Gross
25 Settlement Amount will be allocated to the resolution of any Class Members' claims arising under PAGA.
26 Pursuant to PAGA, Seventy Five Percent (75%) of the Labor and Workforce Development Agency Payment
27 will be paid to the LWDA, and Twenty Five Percent (25%) of the LWDA Payment will be paid to PAGA
28 Employees working within the PAGA Period.

1 17. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after
2 deduction of the approved Class Representative Enhancement Payments, Settlement Administration Costs,
3 Labor and Workforce Development Agency Payment, and the Attorneys’ Fees and Costs. The Net Settlement
4 Amount will be distributed to Participating Class Members.

5 18. “Notice Packet” of the Class Action Settlement” means the document, substantially in the form
6 attached as Exhibit A, that will be mailed to Class Members’ last known addresses and which will provide
7 Class Members with information regarding the Action and information regarding the settlement of the Action.

8 19. “Notice of Objection” means a Class Member’s valid and timely written objection to the
9 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name,
10 signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied
11 by legal support, if any, for such objection; and (c) copies of any papers, briefs, or other documents upon which
12 the objection is based.

13 20. “PAGA Employee” means all Class Members that worked during the PAGA Period.

14 21. “PAGA Period” means the period between November 3, 2019 to October 25, 2021.

15 22. “PAGA Representatives” means Plaintiffs Anthony Huizar and Paola Navarro.

16 23. “PAGA Pay Periods” means the number of pay periods each PAGA Employee worked during
17 the PAGA Period.

18 24. “PAGA Pay Period Value” means the value of each compensable PAGA Pay Period, as
19 determined by the formula set forth in herein.

20 25. “Parties” means Plaintiffs and Defendant collectively.

21 26. “Participating Class Members” means all Class Members who do not submit valid and timely
22 Requests for Exclusion.

23 27. “Plaintiffs” means Plaintiffs Anthony Huizar and Paola Navarro.

24 28. “Plaintiffs’ Counsel” means Moon & Yang, APC.

25 29. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement
26 Agreement.

27 30. “Released Claims” means all claims, rights, demands, liabilities, and causes of action, that were
28 or could have been pleaded based on, arising from, or related to, the factual allegations set forth in the Operative

1 Complaint and in the November 3, 2020, and August 27, 2021 Notice of Labor Code Violations and PAGA
2 Penalties sent to the LWDA and Defendant, including: (i) all claims for unpaid minimum and straight time
3 wages; (ii) all claims for unpaid overtime; (iii) all claims for meal and rest break violations; (iv) all claims for
4 failure to indemnify necessary business expenses; (v) all claims for the failure to timely pay wages upon
5 termination; (vi) all claims for failure to timely pay wages during employment; (vii) all claims for wage
6 statement violations; and (viii) all claims that could arise under Business & Professions Code §§ 17200, *et seq.*

7 31. “Released Claims Period” means the period covered by the Settlement from November 5,
8 2016, to October 25, 2021.

9 32. “Released PAGA Claims” means all claims asserted through California Labor Code §§ 2698,
10 *et seq.*, that arise out of or are related to the Released Claims.

11 33. “Released PAGA Claims Period” means the period from November 3, 2019, through October
12 25, 2021.

13 34. “Released Parties” means Defendant, its officers and directors, and any of their former and
14 present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors,
15 and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents,
16 attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

17 35. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
18 request to be excluded from the settlement. The Request for Exclusion must: (a) be signed by the Class
19 Member; (b) contain the name, address, telephone number and the last four digits of the Social Security Number
20 of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included
21 in the settlement; (d) be returned by fax or mail to the Settlement Administrator at the specified address and/or
22 facsimile number; and (e) be faxed or postmarked on or before the Response Deadline. The date of the fax or
23 postmark on the return mailing envelope will be the exclusive means to determine whether a Request for
24 Exclusion has been timely submitted. A Class Member who does not timely submit a Request for Exclusion
25 from the settlement will be deemed a Participating Class Member and will be bound by all terms of the
26 Settlement Agreement if the settlement is granted Final Approval by the Court.

27 36. “Response Deadline” means the deadline by which Class Members must postmark or fax to
28 the Settlement Administrator valid Requests for Exclusion or postmark Notices of Objection to the Settlement.

1 The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the
2 Settlement Administrator, unless the 60th day falls on a Sunday or court holiday, in which case the Response
3 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
4 for Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class Member who
5 is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or court
6 holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service
7 is open. The Response Deadline may also be extended by express agreement between Plaintiffs' Counsel and
8 Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to
9 unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Notice of Objection
10 to the Settlement.

11 37. "Settlement Class Period" means November 5, 2016 to October 25, 2021.

12 38. "Settlement Payment Check" means the Individual Settlement Payment to Participating Class
13 Members and to PAGA Employees pursuant to this Settlement Agreement. The back of the Settlement
14 Payment Check shall state, immediately below the space where the check is to be endorsed by the payee: "By
15 endorsing this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of
16 Class Action Settlement."

17 39. "Workweeks" means the number of workweeks each Class Member worked during the
18 Settlement Class Period. There are currently approximately 31,000 workweeks during the Settlement Class
19 Period. If the total number of workweeks during the Released Claims Period exceeds 34,100 workweeks, the
20 Gross Settlement Amount shall increase proportionally for each workweek over 10% (i.e., meaning if the
21 number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%).

22 40. "Workweek Value" means the value of each compensable Workweek, as determined by the
23 formula set forth in herein.

24 **TERMS OF AGREEMENT**

25 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, agree as follows:

26 41. Funding of the Gross Settlement Amount. Within fourteen (14) calendar days after the
27 Effective Date of the Settlement, Defendant will make a one-time deposit of all Court approved and claimed
28 amounts from the Gross Settlement Amount into a Qualified Settlement Account ("QSF") to be established by

1 the Settlement Administrator. Within seven (7) calendar days of the funding of the Settlement, the Settlement
2 Administrator will issue payments to: (a) Participating Class Members and PAGA Employees; (b) the Labor
3 and Workforce Development Agency; (c) Plaintiffs; and (d) Plaintiffs' Counsel. The Settlement Administrator
4 will also issue a payment to itself for Court-approved services performed in connection with the settlement.

5 42. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
6 motion by Plaintiffs' Counsel for attorneys' fees of not more than 33.33% of the Gross Settlement Amount, or
7 \$183,315. The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs
8 and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Action, not to exceed
9 \$20,000, subject to the Court's approval. Defendant has agreed not to oppose Plaintiffs' Counsel's request for
10 fees and reimbursement of costs and expenses as set forth above.

11 43. Class Representative Enhancement Payments. In exchange for a general release, and in
12 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees
13 not to oppose or impede any application or motion for Class Representative Enhancement Payments to
14 Plaintiffs for their service on behalf of the Settlement Class. The Class Representative Enhancement Payments
15 will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement
16 Payments paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all
17 applicable taxes on the payments made pursuant to this paragraph and will indemnify and hold Defendant
18 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

19 44. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable
20 costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount.
21 These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
22 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing the
23 Notice Packet calculating and distributing the Settlement Amount, and providing necessary reports and
24 declarations.

25 45. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties
26 agree that Fifty Thousand Dollars and Zero Cents (\$50,000) of the Gross Settlement Amount will be
27 allocated to the resolution of any Class Members' claims arising under PAGA. Pursuant to PAGA, Seventy
28 Five Percent (75%) of the Labor and Workforce Development Agency Payment will be paid to the LWDA,

1 and Twenty Five Percent (25%) of the LWDA Payment will be paid to PAGA Employees working within
2 the PAGA Period.

3 46. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual
4 Settlement Payments to Participating Class Members from the Settlement Class in accordance with the terms
5 of this Settlement.

6 47. Individual Settlement Payment Calculations. Individual Settlement Payments will be
7 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
8 Member worked during the Settlement Class Period and from 25% of the LWDA Payment based on the
9 number of PAGA Pay Periods worked during the PAGA Period. Specific calculations of Individual Settlement
10 Payments will be made as follows:

11 47(a) The Defendant will calculate the total number of weeks worked by each Class
12 Member (“Individual Workweeks”) and the total number of Workweeks worked
13 by all Class Members (“Class Workweeks”) during the Settlement Class Period.

14 47(b) To determine each Class Member’s Individual Settlement Payment, the
15 Settlement Administrator will use the following formula: Individual Settlement
16 Payment = (Individual Workweeks ÷ Total Workweeks of Participating Class
17 Members) × (Net Settlement Amount).

18 47(c) Each PAGA Employee who worked during the PAGA Period is eligible to receive
19 the proportionate amount of the Labor and Workforce Development Agency
20 Payment based on the number of Pay Periods worked during the PAGA Period.

21 47(d) If any Class Member requests to be excluded from the settlement these funds shall
22 remain part of the Net Settlement Amount and shall proportionally increase each
23 participating Class Member’s final Individual Settlement Payment. A Request for
24 Exclusion does not exclude a PAGA Employee from the Released PAGA Claims
25 and the PAGA Employee will receive their portion of the Labor and Workforce
26 Development Agency Payment even if he/she/they submit a valid Request for
27 Exclusion.

28 48. Settlement Administration Process. The Parties agree to cooperate in the administration of the

Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- 48(a) Establish and maintain a Qualified Settlement Account.
- 48(b) Calculate the Individual Settlement Payment each Class Member is eligible to receive.
- 48(c) Print and mail the Notice Packet.
- 48(d) Translate the Notice Packet from English to Spanish.
- 48(e) Establish and maintain a toll-free information telephone support line to assist Class Members who have questions regarding the Notice Packet.
- 48(f) Conduct additional address searches for mailed Notice Packets that are returned as undeliverable.
- 48(g) Process Requests for Exclusion, calculate Participating Class Members' and PAGA Employees' Individual Settlement Payment, field inquiries from Class Members, and administer any Requests for Exclusion. This service will include settlement proceed calculation, printing and issuance of Settlement Payment Checks, and preparation of IRS W2 and 1099 Tax Forms. Basic accounting for and payment of employee tax withholdings will also be included as part of this service.
- 48(h) Inform Defendant of its employer-side tax liability, if any.
- 48(i) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.
- 48(j) Provide weekly status reports to counsel for the Parties.
- 48(k) Posting a notice of final judgment online at Settlement Administrator's website.

49. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

50. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

1 51. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement
2 Administrator will perform a search based on the National Change of Address Database for information to
3 update and correct for any known or identifiable address changes. Any Notice Packets returned to the
4 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
5 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will
6 indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement
7 Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using
8 the name, address and/or Social Security number of the Class Member involved and will then perform a single
9 re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request,
10 will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to
11 postmark a Request for Exclusion, or a Notice of Objection to the Settlement.

12 52. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will
13 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
14 (c) the Settlement Class definition; (d) the total number of Workweeks each respective Class Member worked
15 for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement
16 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the
17 Settlement Class Period; (g) the deadlines by which the Class Member must postmark or fax Requests for
18 Exclusion or postmark Notices of Objection to the Settlement; (h) the claims to be released, as set forth herein;
19 and (j) the date for the final approval hearing.

20 53. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute
21 the information provided in their Notice Packets. To the extent Class Members dispute the number of
22 Workweeks to which they have been credited or the amount of their Individual Settlement Payment, Class
23 Members may produce evidence to the Settlement Administrator showing that such information is inaccurate.
24 Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
25 However, if a Class Member produces evidence to the contrary, the Settlement Administrator will evaluate the
26 evidence submitted by the Class Member and will make the final decision as to the number of eligible
27 Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may
28 be entitled. All such disputes are to be resolved not later than fourteen (14) calendar days after the Response

1 Deadline.

2 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
3 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement
4 Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective
5 submission to advise the Class Member that his/her/their submission is defective and that the defect must be
6 cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response
7 Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark
8 or fax a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
9 then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised
10 Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

11 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement
12 Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement Administrator
13 within the Response Deadline. The date of the postmark on the return mailing envelope or fax receipt
14 confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely
15 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify
16 jointly to Plaintiffs' Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted.
17 The Request for Exclusion does not apply to claims arising under the Private Attorneys General Act (Cal. Lab.
18 Code, §§ 2698 *et seq.*). Class Members who submit valid Requests for Exclusion will still receive a check for
19 their share of the PAGA settlement amount.

20 56. Release by Participating Class Members, PAGA Employees, and the State of California. Any
21 Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and
22 valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims,
23 as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. All PAGA
24 Employees, regardless of whether they submit timely and valid Requests for Exclusion from the Settlement
25 Class, will release the PAGA Released Claims during the PAGA Period. The State of California will also
26 release the PAGA Released Claims.

27 57. Objection Procedures. To object to the Settlement Agreement, a Class Member must postmark
28 a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice

1 of Objection must be signed by the Class Member and contain all information required by this Settlement
2 Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of
3 Objection is timely. Class Members who fail to object in the specific and technical manner specified above
4 will be deemed to have waived all objections to the Settlement and will be foreclosed from making any
5 objections and seeking any adjudication or review, whether by appeal or otherwise, to the Settlement
6 Agreement. Class Members who postmark timely Notices of Objection will have a right to appear at the Final
7 Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or
8 their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
9 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class
10 Members with respect to any such objections to this Settlement.

11 58. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement
12 Administrator will provide Defendant's counsel and Plaintiffs' Counsel a weekly report which certifies: (a) the
13 number of Class Members from the Settlement Class who have submitted valid Requests for Exclusion; (b) the
14 Net Settlement Amount claimed by Participating Class Members; and (c) whether any Class Member has
15 submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement
16 Administrator will provide to counsel for both Parties any updated reports regarding the administration of the
17 Settlement Agreement as needed or requested.

18 59. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
19 Participating Class Members and PAGA Employees will be negotiable for at least one hundred eighty (180)
20 calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement
21 checks remaining un-cashed for more than one hundred eighty (180) calendar days after issuance, plus any
22 interest that accrued thereon, will be tendered in accordance with California Code of Civil Procedure Section
23 384, subdivision (b) as follows: (a) to a child advocacy program, or (b) to a non-profit organization providing
24 civil legal services to the indigent. Subject to Court approval, the Parties propose the State Bar's Justice Gap
25 Fund, one of three significant sources of funding for about 100 legal aid organizations across the state, as the cy
26 pres recipient.

27 60. Certification of Completion. Upon completion of administration of the Settlement, the
28 Settlement Administrator will provide a written declaration under oath to certify such completion to the Court

1 and counsel for all Parties.

2 61. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments will
3 be allocated as follows: twenty percent (20%) to settlement of wage claims and eighty percent (80%) to
4 settlement of claims for interest and penalties. The portion allocated to wages will be reported on an IRS Form
5 W-2 and the portions allocated to non-wages will be reported on an IRS Form-1099 by the Settlement
6 Administrator.

7 62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will
8 be responsible for issuing to Plaintiff, Participating Class Members, and Plaintiffs' Counsel any W-2, 1099, or
9 other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement
10 Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate
11 government authorities.

12 63. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the
13 payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement,
14 representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiffs and
15 Participating Class Members understand and agree that except for Defendant's payment of the employer's
16 portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed
17 on the payments described herein.

18 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
19 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
20 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
21 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
22 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
23 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH
24 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
25 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
26 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
27 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
28 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS

1 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
3 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
4 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
5 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
6 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
7 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
8 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
9 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
10 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
11 THIS AGREEMENT.

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

16 66. Release by Class Members. It is the desire of the Plaintiffs, Participating Class Members, and
17 Defendant to fully, finally, and forever settle, compromise, and discharge the claims that were or could have
18 been pleaded based on, arising from, or related to, the factual allegations set forth in the Operative Complaint.
19 Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims as
20 may be created by this Settlement Agreement, the Participating Class Members shall fully release and discharge
21 the Released Parties from any and all Released Claims for the entire Released Claims Period. This release shall
22 be binding on all Participating Class Members, including each of their respective attorneys, agents, spouses,
23 executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of
24 the Released Parties, who shall have no further or other liability or obligation to any Participating Class Member
25 with respect to the Released Claims, except as expressly provided herein.

26 67. Release by PAGA Employees. It is the desire of the Plaintiffs, in their capacity as a
27 representative of PAGA Employees, and Defendant to fully, finally, and forever settle, compromise, and
28 discharge the claims asserted in the November 3, 2020 and August 27, 2021 Notice of Labor Code Violations

1 and PAGA Penalties sent to the LWDA and the Operative Complaint. Upon the Final Approval by the Court
2 of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement
3 Agreement, Plaintiffs, the PAGA Employees, the LWDA, and the State of California shall fully release and
4 discharge the Released Parties from any and all Released PAGA Claims for the entire Released PAGA Claims
5 Period. This release shall be binding on all PAGA Employees regardless if they submitted a valid and complete
6 Request for Exclusion.

7 68. Release of Additional Claims & Rights by Plaintiffs. Upon the Effective Date, and as a
8 condition of receiving any portion of Class Representative Enhancement Payments, Plaintiffs will agree to the
9 additional following General Release: In consideration of Defendant's promises and agreements as set forth
10 herein, Plaintiffs hereby fully release the Released Parties from any and all Released Claims and also generally
11 release and discharge the Released Parties from any and all claims, demands, obligations, causes of action,
12 rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising
13 out of or relating to Plaintiffs' employment by Defendant or termination thereof, including but not limited to
14 claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment, or wrongful
15 termination of employment. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil
16 Code Section 1542, which provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
18 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
19 FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY
20 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
21 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

22 Plaintiffs further agree that they will remain at least 50 feet from any California Sports Center
23 facility and/or operation.

24 Plaintiffs further agree not to disparage nor defame CSC or any Released Parties, or otherwise
25 make, endorse, publicize, circulate to any person or entity, any statement or remark that can reasonably
26 be construed as disparaging to CSC or any Released Party, or make any statement concerning CSC or
27 any Released Party that in any way could harm or interfere with their business, business reputation, or
28 personal reputation; provided, however, that statements which are complete and made in good faith in

1 response to any question, inquiry, or request for information required by legal process shall not violate
2 this paragraph. Nothing in this paragraph shall prevent the disclosure of factual information related to
3 claims of harassment or discrimination or other conduct that Plaintiffs have reasonable cause to believe
4 is unlawful.

5 Plaintiffs agree they have updated all social media accounts to reflect that they are no longer
6 employed with CSC.

7 69. Nullification of Settlement Agreement. With the exception of a failure to approve the full
8 amount of attorneys' fees and costs or Class Representative Enhancement Payment requested by Plaintiffs, in
9 the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or
10 does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final
11 as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents
12 generated to bring it into effect including the Memorandum of Understanding, will be null and void, all amounts
13 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective
14 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
15 likewise be treated as void from the beginning.

16 70. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request
17 Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a)
18 conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the
19 proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The
20 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified
21 herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement,
22 which sets forth the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed
23 Notice of Class Action Settlement, attached as Exhibits A. Plaintiffs' Counsel will be responsible for drafting
24 all documents necessary to obtain preliminary approval.

25 71. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines
26 to postmark Requests for Exclusion or Notice of Objections to the Settlement Agreement, and with the Court's
27 permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval
28 of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments;

(b) the Labor and Workforce Development Agency Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payments; and (e) all Settlement Administration Costs. Plaintiffs' Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Plaintiffs' Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

72. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

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

74. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

75. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. Any such instrument must specifically reference this Agreement.

76. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

3 78. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be
4 governed by and interpreted according to the laws of the State of California.

5 79. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all
6 Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed
7 counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to
8 be one and the same instrument provided that counsel for the Parties will exchange among themselves original
9 signed counterparts.

10 80. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
12 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
13 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
14 competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness
15 and reasonableness of this Settlement.

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

19 82. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
20 certification for purposes of this Settlement only; except, however, that either party may appeal any court order
21 that materially alters the Settlement Agreement's terms.

22 83. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class
23 action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the
24 stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement
25 is not an admission that class action certification is proper under the standards applied to contested certification
26 motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence
27 that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiffs or any Class Member,
28 other than according to the Settlement's terms.

1 84. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the
2 dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
3 entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has violated any
4 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any
5 other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty;
6 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
7 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
8 connected with it, shall be construed as an admission or concession by Defendant of any such violations or
9 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
10 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
11 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to
12 establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state,
13 local, or other applicable law.

14 85. Captions. The captions and section numbers in this Settlement Agreement are inserted for the
15 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of
16 this Settlement Agreement.

17 86. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or
18 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
19 further waiver by such party of the same or any other condition, covenant, right, or remedy.

20 87. Enforcement Action. In the event that one or more of the Parties institutes any legal action or
21 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
22 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from
23 the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
24 connection with any enforcement actions.

25 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
26 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more
27 strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel
28 for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all

Parties have contributed to the preparation of this Settlement Agreement.

89. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiffs and Plaintiffs' Counsel warrant and represent that there are no liens on the Settlement Agreement.

90. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

91. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

92. Confidentiality. Plaintiffs, Plaintiffs' Counsel, Defendant and Defendant's counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement prior to Final Approval. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement. Nothing in this clause shall limit Plaintiffs' Counsel's ability to discuss the terms of the settlement with Class Members.

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93. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

Dated: 02/18/2022

PLAINTIFFS

Plaintiff Anthony Huizar

DocuSigned by:

Paola Estefani Navarro

Plaintiff Paola Navarro

Dated: _____

DEFENDANT

Defendant California Sports Center

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

Dated: 02/18/2022

MOON & YANG, APC



Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiffs and the Class

Dated: _____

HOGUE, FENTON, JONES & APPEL, INC.

Jennifer M. Protas
Maysa Saeed

Attorneys for Defendant

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

Dated: _____

PLAINTIFFS

Plaintiff Anthony Huizar

Plaintiff Paola Navarro

Dated: 2/21/2022

DEFENDANT

Defendant California Sports Center

David M Peterson
Please Print Name of Authorized Signatory

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APPROVED AS TO FORM

Dated: _____

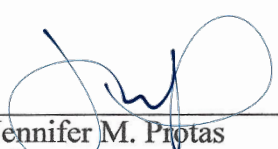
MOON & YANG, APC

Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiffs and the Class

Dated: February 22, 2022

HOGUE, FENTON, JONES & APPEL, INC.


Jennifer M. Protas
Maysa Saeed

Attorneys for Defendant