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13 and Proposed Class Counsel

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

17 DIAMOND WEATHERS, individually,
18 and as a representative of other aggrieved
employees,

19 Plaintiff,

20 v.

21 BG-IC, LLC, and DOES 1 through 250,
22 inclusive,

23 Defendants.

Case No. 21STCV07570
[Related to Case No. 21STCV08334]

*Assigned for all purposes to: Judge Carolyn B.
Kuhl, Dept. SSC-12*

CLASS ACTION

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION AND
UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

DATE: September 21, 2022

TIME: 10:30 a.m.

DEPT.: SSC-12

Action Filed: February 26, 2021

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Milad Razani ("Razani" or
4 "Plaintiff") and proposed Class Counsel in this action. I have personal knowledge of the facts
5 set forth herein and if called as a witness to testify to them, I could and would do so competently.

6 **Education and Experience:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I
10 was a member of the editorial board of the Virginia Tax Review. I was also the recipient of the
11 Lacy Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused
12 my studies on tax and real estate. I earned my JD and became a member of the California Bar in
13 2007.

14 4. Since becoming a member of the Bar, and until his recent retirement, I practiced
15 law with my father, Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation,
16 with an emphasis in employment disputes like this one. Over 95% of my practice is devoted to
17 complex employment litigation similar to the instant action.

18 5. My firm has represented employees in complex employment matters such as this
19 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
20 class counsel in dozens of class action matters since my admission to the Bar. A list of the cases
21 in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

22 **Factual and Procedural Background:**

23 6. On December 10, 2020, Plaintiff Razani sent a letter, by certified mail, return
24 receipt requested, to Defendant and by online submission to the LWDA, setting forth the facts
25 and theories of the violations alleged herein against Defendant, as proscribed by Labor Code §
26 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff
27 Razani from the LWDA within sixty-five (65) days thereafter.

1 7. On March 3, 2021, Plaintiff Razani failed a Class and Representative Action
2 Complaint for: (1) Failure to Pay All Minimum and Overtime Wages Due (Labor Code §§ 510
3 and 1194); (2) Failure to Provide Rest Periods or Compensation In Lieu Thereof (Labor Code §
4 226.7; IWC Wage Order 4-2001); (3) Failure to Provide Meal Periods or Compensation In Lieu
5 Thereof (Labor Code §§ 226.7, 510, 512 and 1194; IWC Wage Order 4-2001); (4) Knowing and
6 Intentional Failure to Comply With Itemized Employee Wage Statement Provisions (Labor Code
7 § 226(a), (e), (h)); (5) Failure to Pay Wages Due at Separation Of Employment (Labor Code §§
8 201-203); (6) Failure to Reimburse Expenses (Labor Code § 2802); (7) Violation of Business
9 and Professions Code § 17200; and (8) Penalties Pursuant to Labor Code § 2699(f) for
10 Violations of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1194, and 2802 and Pursuant to
11 Labor Code § 2699(a) for Violations of Labor Code §§ 226.3, 558, 2750, and 2751.

12 8. Plaintiffs seek to represent a putative class of approximately 189 current and
13 former non-exempt employees who are or were employed by Defendant in California at any time
14 during the Class Period on all claims alleged in two actions.

15 **Investigation and Settlement Discussions**

16 9. The parties exchanged substantial informal discovery, including data and
17 documents related to the size of the proposed class, Defendant's policies and pay practices, and
18 the damages, restitution, and penalties sought against Defendant. Based on this informal
19 discovery exchanged, Plaintiffs and their counsel prepared a detailed analysis of the alleged
20 damages.

21 10. Defendant denies Plaintiffs' claims. Defendant does not believe that any liability
22 to Plaintiffs or Class Members exists, or that Plaintiffs or Class Members are entitled to any
23 recovery. In addition, Defendant contends that Plaintiffs' claims are not suitable for class or
24 representative action treatment. In settling this action, Defendant does not admit liability with
25 respect to any of the alleged claims made by Plaintiffs and makes no admissions regarding any
26 facts or law related to the lawsuit. Nothing in the Agreement will be offered or used for the
27 purpose of arguing or asserting this settlement is an admission of liability by Defendant or the
28 Released Parties.

1 11. On February 2, 2022, the Parties participated in a mediation session with mediator
2 Jeffrey Ross, Esq. With his assistance, the Parties were able to agree to the terms of a resolution
3 of the claims asserted in the Complaint. The Parties thereafter jointly prepared the Joint
4 Stipulation of Settlement (“Settlement,” “Stipulation,” or “Stip.”). All of the terms of the
5 Parties’ settlement are contained within the Settlement. At all times, the Parties’ settlement
6 negotiations have been non-collusive, adversarial, and at arm’s length. A true and correct copy
7 of the Settlement is attached hereto as **Exhibit B**.

8 12. Discussions between counsel for the Parties, informal discovery, as well as the
9 investigation and evaluation of the claims of Plaintiffs by the Parties, have permitted each side to
10 assess the relative merits of the claims and the defenses to those claims. The Parties agree that
11 the above-described investigation and evaluation, as well as the information exchanged during
12 settlement negotiations and mediation, are more than sufficient to assess the merits of the
13 respective Parties’ positions and to compromise the issues on a fair and equitable basis.

14 13. Based on our independent investigations and evaluations, my co-counsel and I are
15 of the opinion that the consideration and terms of the Settlement, considering the representative
16 and class claims, and the risk of loss, is fair, reasonable, and adequate in light of all known facts
17 and circumstances, and is in the best interests of the Class. My colleagues and I are also of the
18 opinion that the total consideration and payment set forth in the Settlement is adequate in light of
19 the uncertainties surrounding the risk of further litigation, and the possible defenses and offset
20 claims that Defendant has asserted and could assert.

21 **Settlement Notice Process:**

22 14. The Parties have agreed that Phoenix Settlement Administrations (“Phoenix”), an
23 experienced and competent settlement administration company, will administer the settlement.
24 Phoenix’s credentials are discussed in the concurrently filed Declaration of Jodey Lawrence.

25 15. A true and correct copy of the proposed Notice of Pendency of Proposed Class
26 Action Settlement and Final Hearing is attached hereto as **Exhibit B-A**.

1 16. Attached hereto as **Exhibit C** is a true and correct copy of an exemplar of the
2 envelope that will be used to mail notice to Class Members. This formatting was prepared by
3 Phoenix.

4 **Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued**
5 **Litigation:**

6 17. Based on our independent investigation and evaluation, my colleagues and I
7 believe that settlement for the consideration and on the terms set forth in the Stipulation of
8 Settlement is fair, reasonable, and adequate and is in the best interest of the settlement class in
9 light of all known facts and circumstances, including the risk of significant delay, the risk the
10 settlement class will not be certified by the Court, and the defenses asserted by Defendant.

11 18. Prior to settlement, my colleagues and I created a comprehensive damage analysis
12 using sampling information obtained through informal discovery. This damage analysis reveals
13 that the negotiated settlement falls within a realistic range of recovery on class members' claims.

14 19. Plaintiffs allege that Defendant failed to pay Plaintiffs and Class Members all
15 wages due in three separate ways. First, Defendant purportedly failed to properly compute
16 bonuses, commissions and other non-base hourly wages earned by Plaintiffs and Class Members
17 into their regular rate of pay for purposes of paying them overtime at the correct rates, in
18 violation of Labor Code §§ 510 and 1194. Defendant failed to properly blend these non-base
19 hourly wages, including bonuses and commissions, and instead paid Plaintiffs and Class
20 Members overtime based only on the base hourly rate of pay, thus depriving Plaintiffs and Class
21 Members of all overtime wages earned. This claim was valued at up to approximately \$101,800,
22 calculated based on an expert analysis of class members' time records (in excess of 90% of class
23 members' time and wage data were reviewed). This was by far Plaintiffs' strongest claim.
24 Defendant argued the claim was subject to multiple defenses, including that bonus payments
25 were discretionary and not subject to inclusion in the regular rate of pay. Plaintiffs did not
26 provide any discount based on these defenses.

27 20. Next, Defendant also allegedly failed to pay Plaintiffs and Class Members all
28 minimum wages and overtime wages earned, in violation of Labor Code §§ 510, 1194, and

1 1194.2, because Plaintiffs and Class Members contend that they were required to work off-the-
2 clock after they had clocked out for the day to communicate with other employees through group
3 texts and emails. This allegedly violates Labor Code §§ 510 and 1194. This claim was weak
4 because proof among employees other than just the Plaintiffs would be challenging, particularly
5 because Class Members worked at a multitude of job sites throughout California under varying
6 supervisors. While Plaintiffs calculate the liability for this claim at approximately \$740,000, it
7 required a substantial discount due to risks inherent in certifying the claim and expected
8 difficulty in proving the claim.

9 21. Finally, Defendant allegedly failed to pay Plaintiffs and Class Members all wages
10 due for performed while on-call for Defendant, in violation of Labor Code §§ 510 and 1194 and
11 IWC Wage Order 4-2001. Plaintiffs argued that Defendant frequently required Class Members
12 to be on-call and subject to their control twenty-four hours a day, seven days a week, without
13 compensation. Plaintiffs calculate the liability for this claim at \$1,730,000, but it, too, required a
14 discount for settlement purposes for the same reason as the off-the-clock claim described above.
15 This claim was weak because proof among employees other than just the Plaintiffs would be
16 challenging, particularly because Class Members worked at a multitude of job sites throughout
17 California under varying supervisors. Notwithstanding the discounted settlement value, this
18 resolution represents a fair compromise of the claims at this juncture of the litigation.

19 22. Plaintiffs also contend that Defendant failed to permit or authorize Class Members
20 to take timely 30-minute meal periods for shifts greater than 5 hours in length, in violation of
21 Labor Code §§ 226.7, 512, 558 and IWC Wage Order 4-2001. Labor Code § 512 provides that
22 employers (like Defendant) may not employ an employee for a work period of more than 5 hours
23 without providing a 30-minute meal period starting no later than the end of the 5th hour. When
24 meal periods were provided, Class Members allege that they were required to carry a two-way
25 radio and be alert to and respond to calls during their meal period, resulting in an on-duty meal
26 period subject to employer control. Defendant asserted numerous defenses to this claim.
27 Notably, the meal period violation rate ascertained from Plaintiffs' expert's review of
28 Defendant's time and wage data was only 12%, which tends to demonstrate a high level of meal

1 period compliance. Defendant also argued waiver and an inability to certify this claim as
2 defenses, which were forceful. The maximum potential value of this claim is approximately
3 \$1,413,000; the settlement amount here represents a fair compromise in light of the litigation
4 risks that lied ahead.

5 23. Plaintiffs also contend that Defendant failed to provide Plaintiffs and Class
6 Members with legally compliant rest periods, or premium wages of one hour's pay in lieu
7 thereof, as required by Labor Code § 226.7 and Wage Order 4-2001. When rest periods were
8 provided, Plaintiffs and Class Members contend that they were required to carry, and be alert to,
9 a two-way radio, resulting in an on-duty rest period subject to employer control. Plaintiffs
10 calculate the liability for this claim at approximately \$360,000 based on an assumed 25%
11 violation rate, which Defendant vehemently challenged. Defendant raised a host of defenses as
12 to this claim – the strongest of which was that its policy and practice was never to require
13 employees to be alert and respond to a two-way radio during their breaks. Defendant also made
14 arguments regarding waiver and class certification, including that individualized issues regarding
15 job requirements, supervisors, work sites, and break waivers implicated serious class
16 certification defenses. Notwithstanding these defenses, the settlement amount is a fair
17 compromise of these claims based on the state of the litigation.

18 24. Defendant allegedly failed to provide Plaintiffs and other Class Members with
19 wage statements that fully and accurately itemized the requirements set forth in Labor Code §§
20 226(a) and 226.3. Plaintiffs and other Class Members were not paid all minimum wages,
21 overtime wages, and meal and rest period premium wages due, as set forth above. As such, the
22 wage statements provided by Defendant derivatively failed to accurately state all gross wages
23 earned, in violation of Labor Code §§ 226(a)(1), net wages earned, in violation of Labor Code
24 §§226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding
25 number of hours worked, in violation of Labor Code §§ 226(a)(9). Moreover, and independent
26 of the above allegations, the wage statements issued to Plaintiffs and Class Members allegedly
27 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9). Separately,

1 the wage statements allegedly failed to set forth any overtime rates whatsoever, in violation of
2 Labor Code §§ 226(a)(9), which requires that wage statements set forth any and all applicable
3 hourly rates in effect during the pay period and the corresponding number of hours worked at
4 each rate. Plaintiffs calculate the liability for this claim at \$274,450 based on 2,793 wage
5 statements issued during the applicable one-year limitations period. This claim was subject to
6 several defenses by Defendant, the strongest of which was that Defendant fully complied with
7 the requirements of the wage statement laws, its wage statements would be found to be fully
8 complaint with the law, and applicable case law at the time of settlement did not allow for
9 derivative wage statement claims based on the failure to provide meal and rest breaks, the
10 primary claim occurring in the most pay periods from which this penalty would derive.
11 Notwithstanding these defenses, Plaintiffs were able to secure a fair recovery on these claims.

12 25. Plaintiffs and Class Members allege that they were required to incur expenses in
13 the performance of their job duties for which they are not fully reimbursed, in violation of Labor
14 Code § 2802. Class Members were purportedly required to their personal cellular phones, but
15 were not fully reimbursed by Defendant for these expenses. Plaintiffs have estimated damages
16 at the rate of \$10 per pay period, or \$74,000, in unreimbursed expenses among all Class
17 Members. Defendant argued that employees were not required to use their cell phones for work
18 purposes, such that such expenses were not reasonable or necessary, and if they did have to use
19 their cell phones, they would have been reimbursed upon request. Plaintiffs' biggest hurdle to
20 recovery on this claim was a proffered disparity of experiences and practices among the Class
21 Members, which Defendant argued would defeat class certification. The settlement's
22 compromise as to this claim is fair and reasonable considering the defenses asserted by
23 Defendant.

24 26. Defendant allegedly also failed to provide Plaintiffs and Class Members with
25 written commission compensation agreements, in violation of Labor Code § 2751(a).
26 "Whenever an employer enters into a contract for employment with an employee for services to
27 be rendered within the state and the contemplated method of payment of the employee involves
28 commissions, the contract shall be in writing" The agreement must specify the way the

1 commissions will be computed and paid. Labor Code § 2751(a). Plaintiffs contend that Class
2 Members were not provided with written commission compensation agreements as required by,
3 and in violation of, Labor Code §§ 2750 and 2751. Penalties for this violation are encompassed
4 in the PAGA damages calculation below.

5 27. The PAGA claims alleged by Plaintiffs could be valued at up to \$279,300 (without
6 stacking multiple penalties per pay period). However, any recovery on these claims is not
7 certain either. PAGA claims are discretionary, such that the Court could decline to award their
8 full value. They are also derivative, so Plaintiffs must prevail on their underlying Labor Code
9 claims to prevail on these claims. Finally, the Court may award far less than the maximum value
10 on these penalty claims, particularly if they approach or exceed the value of the underlying wage
11 claims. Considering the numerous claims asserted by Plaintiffs and the obstacles to prevailing
12 on many of them, it is possible that they would not prevail on one or more of them, such that
13 their PAGA claims as to some or all of their claims would also fail. The compromised
14 settlement amount takes these risks into account.

15 28. Finally, Plaintiffs asserted a claim for waiting time penalties under Labor Code §
16 203 which was valued at up to \$502,042. This claim also faced substantial risk because of the
17 good faith defense proffered by Defendant (particularly as to penalties flowing from the award
18 of meal and rest period premium wages, if any, which at the time of settlement was in a state of
19 flux) and because its success relies on prevailing on the underlying unpaid wage claims asserted
20 by Plaintiffs – which was not guaranteed. Moreover, if one or more of the unpaid wage claims
21 could not be certified, it is unlikely that this claim would be certified. The settlement's
22 compromise as to the waiting time penalty claim is fair and reasonable considering the risks of
23 prevailing on this penalty claim on a classwide basis.

24 29. A discount on the maximum value of Class members' claims was required (and
25 warranted) to resolve the matter at this stage of the litigation. Class certification is a substantial
26 risk in any class action case. Here, while Plaintiffs maintain that the requirements of class
27 certification are met, Defendant proffers various arguments why class treatment is not
28 appropriate here, including but not limited to that individualized inquires among class members

1 predominate over common ones. If Defendant was to defeat Plaintiffs' class certification
2 motion, there would be no class wide relief whatsoever, and most class members would likely
3 not file individual claims.

4 30. Plaintiffs also faced the risk of a loss on the merits on their claims. Plaintiffs'
5 wage statement claims, for example, are technical and primarily derivative of their underlying
6 wage claims. It is possible that the Court would find that Defendant substantially complied with
7 the requirements of Labor Code section 226(a) such that no penalties would be awarded. It is
8 also possible that the Court would agree with Defendant's position that its policies and practices
9 complied with the requirements of California law. In such a case, the value of most of Plaintiffs'
10 claims would be zero.

11 31. Defendant strongly contends that its policies and practices do not violate any laws.
12 It contends that it provided all required wages in a timely manner.

13 32. When the costs and risks of non-certification and loss on the merits are considered,
14 my colleagues and I are of the opinion that the settlement reached is clearly a favorable one.

15 33. The settlement for each participating Class Member is fair, reasonable and
16 adequate, given the inherent risk of litigation, the risk relative to class certification and the costs
17 of pursuing such litigation. The settlement shall finally resolve all claims of the Class Members
18 as alleged in the Action.

19 **Class Certification Requirements:**

20 34. To date, no class has been certified. The Stipulation of Settlement contains a
21 provision pursuant to which we stipulate to the Court's provisional certification of the
22 approximately 189-member Settlement Class, but do so for purposes of this settlement only.

23 35. In this case, the Class Members are identifiable from Defendant's records.
24 Further, the settlement class is sufficiently numerous to warrant certification. According to
25 Defendant's records, the Class is comprised of approximately 189 individuals

26 36. The Class Members' claims all stem from a common source: all Class Members
27 allege that Defendant violated the same Labor Code and Wage Order provisions in connection
28 with their work for Defendant. The same Labor Code and Wage Order violations are alleged on

1 behalf of all persons encompassed in the settlement class, arising out of or which could be pled
2 based on the facts and the allegations set forth in the operative complaints in the Actions, including
3 but not limited to claims for failure to pay wages, failure to pay wages at the regular rate and
4 failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to
5 furnish accurate wage statements, failure to pay all wages earned, failure to maintain required
6 records, failure to timely pay earned wages upon termination or discharge, failure to reimburse
7 business expenses, and unfair competition premised on the claims set forth above.

8 37. In this case, the named Plaintiffs and proposed Class Representatives Diamond
9 Weathers and Milad Razani are former non-exempt employees of Defendant whom, Plaintiffs
10 allege, were not paid all wages due; were not provided with proper uninterrupted (off-the-clock
11 and free of all duties) 30-minute meal periods for every shift they worked which exceeded five
12 hours in duration; were not provided with 10-minute rest breaks as required by California law;
13 were not provided with compliant itemized employee wage statements; were not reimbursed all
14 business expenses; and were not timely paid all wages due at termination. Plaintiffs allege the
15 same claims as those that the members of the Settlement Class would reasonably be expected to
16 bring based on the course of conduct alleged herein.

17 38. Plaintiffs have also demonstrated that they will aggressively and competently
18 assert the interests of the proposed Settlement Class; they have taken active roles in the litigation
19 and have no apparent conflicts with other class members.

20 **Settlement of Claims Pursuant to Labor Code § 2699 et seq. (PAGA)**

21 39. Concurrently with the filing of this Motion, Plaintiffs' counsel is transmitting the
22 Settlement Agreement (and these approval documents) to the LWDA, in compliance with Labor
23 Code § 2699(1)(2).

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1 I declare, under penalty of perjury, under the laws of the State of California, that the
2 foregoing is true and correct. Executed this 11th day of July, 2022 at Westlake Village,
3 California.

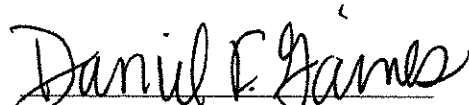
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EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

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8 Attorneys for Defendant
9 BG-IC, LLC

10 *[Additional counsel listed on following page]*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
13

14 DIAMOND WEATHERS, individually, and as a
15 representative of other aggrieved employees,

16 Plaintiff,

17 v.

18 BG-IC, LLC, and DOES 1 through 250, inclusive,
19 Defendants.
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Case No. 21STCV07570

Assigned for all purposes to:
Judge Carolyn B. Kuhl
Dept. 12

JOINT STIPULATION OF SETTLEMENT

1 LAW OFFICES OF BUCHSBAUM & HAAG, LLP
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5 Laurel@buchsbaumhaag.com

6 Attorneys for Plaintiff DIAMOND WEATHERS

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9 Miriam L. Schimmel (State Bar No. 185089)
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10 GAINES & GAINES, APLC
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Telephone: (818) 703-8985
12 Facsimile: (818) 703-8984

13 Attorneys for Plaintiff MILAD RAZANI

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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement ("Agreement" or "Settlement").

6 This Agreement is made by and between Named Plaintiffs Diamond Weathers and Milad
7 Razani ("Named Plaintiffs") and the Class Members, on the one hand, and Defendant BG-IC, LLC
8 ("Defendant"), on the other hand. Named Plaintiffs and Defendant collectively are referred to in this
9 Agreement as "the Parties."

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Six Hundred Sixty Five
12 Thousand Dollars (\$665,000.00) as provided in Section 3.06(a) below ("Gross Settlement Amount")
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
14 including but not limited to, a general release of all claims by Named Plaintiffs and a release of
15 claims by the Class Members and PAGA Group Members of the claims alleged in the lawsuit, as set
16 forth herein.

17 ARTICLE I

18 DEFINITIONS

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. "Action" means the related actions described as follows: *Diamond Weathers,*
22 *individually and as a representative of other aggrieved employees v. BG-IC, LLC.*; and DOES 1
23 through 20, inclusive," Case No. 21STCV07570, commenced on February 26, 2021, in the Superior
24 Court of the State of California for the County of Los Angeles, and *Milad Razani, individually and*
25 *as a representative of other aggrieved employees v. BG-IC, LLC.*; and DOES 1 through 20,
26 inclusive," Case No. 21STCV08334, commenced on March 3, 2021, in the Superior Court of the
27 State of California for the County of Los Angeles
28

1 b. "Agreement" means this Joint Stipulation of Settlement, including the attached
2 Exhibit(s).

3 c. "Class" means all current and former non-exempt employees who are or were
4 employed by Defendant in California at any time during the Class Period.

5 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

6 LAW OFFICES OF BUCHSBAUM & HAAG, LLP
7 Brent S. Buchsbaum, (State Bar No. 194816)
8 Laurel N. Haag, (State Bar No. 211279)
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17 Alex P. Katofsky (State Bar No. 202754)
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26 e. "Class List" means a list based on Defendant's business records that identifies each
27 Class Member's name, last known home or mailing address, Social Security number or, as
28 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
Workweeks worked during the Class Period.

29 f. "Class Member(s)" means all members of the Class.

30 g. "Class Period" means February 25, 2017 through February 28, 2022.

31 h. "Court" means the California Superior Court for the County of Los Angeles, where
32 the Action is currently pending.

33 i. "Defendant" means Defendant BG-IC, LLC.

34 j. "Defense Counsel" means counsel for Defendant:

35 Shannon B. Nakabayashi (State Bar No. 215469)
36 JACKSON LEWIS P.C.
37 50 California Street, 9th Floor

San Francisco, California 94111-4615
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k. "Disposition" means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

l. "Effective Date" means the date when all of the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative members of the Classes, providing them with an opportunity to object to the terms of this Stipulation of Settlement or to opt-out of the Stipulation of Settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement; (5) in the event there are no objections submitted, the day the Court entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement; and (6) in the event there are objections submitted, sixty-five (65) calendar days have passed since the Court has entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement or, if any appeal, writ, or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

1 n. "Gross Settlement Amount" means Six Hundred Sixty-Five Thousand Dollars
2 (\$665,000) to be paid by Defendant as provided by this Agreement to settle this Action. All payments
3 to the Class, the LWDA Payment, the PAGA Settlement Amount, administration costs, attorney's
4 fees and costs, and Incentive Awards, pursuant to Section 3.07(a) below, shall be paid out of the
5 Gross Settlement Amount. The employer's share of payroll taxes arising from the payments made
6 under this settlement shall be paid by Defendant separate from, and in addition to, the Gross
7 Settlement Amount. No part of the Gross Settlement Amount shall revert to Defendant.

8 o. "Incentive Awards" means a monetary amount of up to Ten Thousand Dollars
9 (\$10,000.00) for each of the Named Plaintiffs, subject to Court approval, in recognition of their effort
10 and work in prosecuting the Action on behalf of Class Members, and for their general release of
11 claims.

12 p. "Individual Settlement Payment(s)" means each Participating Class Member's
13 respective share of the Net Settlement Amount, excluding any PAGA Settlement Payments.
14 Individual Settlement Payments will be determined by the calculations provided in this Agreement.

15 q. "LWDA" means The State of California Labor and Workforce Development Agency.

16 r. "LWDA Payment" means 75% of the \$40,000 allocated to the settlement of PAGA
17 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of
18 this Agreement, as provided for below.

19 s. "Motion for Final Approval" means Plaintiffs' submission of a written motion,
20 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
21 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
22 to enter a Final Order in this Action.

23 t. "Motion for Preliminary Approval" means Plaintiffs' submission of a written motion,
24 including any evidence as may be required for the Court to grant preliminary approval of the
25 Settlement as required by Rule 3.769 of the California Rules of Court.

26 u. "Named Plaintiffs" means Diamond Weathers and Milad Razani.
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1 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
2 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA
3 Payment, pursuant to Section 3.07(a)-(f) below.

4 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
5 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
6 to Section 3.04(b) below.

7 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
8 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

9 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
10 codified in California Labor Code §§ 2698 *et seq.*

11 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
12 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
13 agreed that the PAGA Settlement Amount is One Hundred Thousand Dollars (\$40,000), subject to
14 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
15 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
16 Members. PAGA Settlement Payments will be determined by the calculations provided in this
17 Agreement.

18 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
19 time between December 10, 2019 through February 28, 2022 ("PAGA Period"). PAGA Group
20 Members cannot opt out of the PAGA Settlement.

21 bb. "PAGA Settlement Payment(s)" means each PAGA Group Member's respective
22 share of the PAGA Settlement Amount. PAGA Settlement Payments will be determined by the
23 calculations provided in this Agreement.

24 cc. "Participating Class Member(s)" is defined as a Class Member who does not timely
25 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
26 Settlement Amount automatically without the need to return a claim form. Each Participating Class
27 Member will be paid his/her Individual Settlement Payment.

28

1 dd. "Preliminary Approval Date" means the date the Court preliminarily approves the
2 Settlement embodied in this Agreement.

3 ee. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
4 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
5 Administrator for the benefit of Participating Class Members.

6 ff. "Qualifying Workweeks" means the number of weeks that Class Members worked
7 for Defendant as non-exempt employees during the Class Period.

8 gg. "Released Parties" means Defendant and its present and former parent companies,
9 subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers,
10 directors, employees, agents, attorneys, insurers, successors and assigns, and any other individual or
11 entity that could be liable for any of the Released Claims (hereinafter "Released Parties"), and
12 Defendant's counsel of record in the Action.

13 hh. "Response Deadline" means the deadline by which Class Members must postmark or
14 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
15 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet
16 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or
17 federal holiday, in which case the Response Deadline will be extended to the next day on which the
18 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a
19 re-mailing. Should the Court require a longer Response Deadline, the Court's required deadline will
20 control.

21 ii. "Settlement Administration Costs" means all costs incurred by the Settlement
22 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
23 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
24 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
25 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Incentive
26 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
27 Settlement Amount.

jj. "Settlement Administrator" means Phoenix Settlement Administrations which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

kk. "Settlement Checks" means the checks issued to Class Members and PAGA Group Members comprised of both their Individual Settlement Payments and their PAGA Settlement Payments.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, any certification of the Class as to Defendant will be vacated and Named Plaintiffs, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Effective Date does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Effective Date does not occur, this Agreement shall be deemed

1 null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any
2 purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class
3 certification in the Action for any purpose, if the Effective Date does not occur.

4 The Parties and their respective counsel shall take all steps that may be requested by the Court
5 relating to the approval and implementation of this Agreement and shall otherwise use their
6 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
7 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
8 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
9 resolution, the Parties agree to seek the assistance of mediator Jeffrey Ross to resolve the dispute.

10 ARTICLE III

11 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

12 The procedure for obtaining Court approval of and implementing this Agreement shall be as
13 follows:

14 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

15 Named Plaintiffs will bring a motion before the Court for an order conditionally certifying
16 the Class to include all claims pled in the Action based on the preliminary approval of this
17 Agreement. The date that the Court grants preliminary approval of this Agreement will be the
18 "Preliminary Approval Date."

19 **Section 3.02: The Settlement Administrator**

20 The Parties have chosen Phoenix Settlement Administration to administer this Settlement and
21 to act as the Settlement Administrator, including but not limited to distributing and responding to
22 inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net
23 Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement
24 Payment checks and distributing them to Participating Class Members, issuing the LWDA Payment,
25 disbursing the PAGA Settlement Amount, establishing and maintaining the QSF, and issuing the
26 payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to Named
27 Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
28 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

1 All costs of administering the Settlement, including but not limited to all costs and fees
2 associated with preparing, issuing and mailing any and all notices to Class Members and/or
3 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
4 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
5 returns and any other filings required by any governmental taxing authority or agency, all costs and
6 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
7 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
8 incurred and/or charged by the Settlement Administrator in connection with the execution of its
9 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement
10 Administrator from the Gross Settlement Amount.

11 **Section 3.03: Notice to Class Members**

12 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
13 provide the Settlement Administrator with a "Class List" in electronic format based on its business
14 records, identifying the names of the Class Members, their last known home addresses, Social
15 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
16 and weeks worked during the Class Period.

17 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
18 Administrator will send Class Members, by first-class mail, at their last known address, the Court
19 approved Notice Packet, including notice of this Settlement and advising of the opportunity to opt
20 out of the Settlement Class. The Notice Packet will include a calculation of the Class Member's
21 approximate share of the Net Settlement Amount. Class Members will have forty-five (45) days from
22 the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial
23 mailing, the Settlement Administrator will check all Class Member addresses against the National
24 Change of Address database and shall update any addresses before mailing. The Settlement
25 Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of
26 receiving notice that a Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the
27 Class Member shall have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar
28 days from the date of the initial mailing, whichever is later, in which to postmark objections or

1 requests for exclusion. Class Members shall not be required to submit claim forms in order to receive
2 a proportional share of the Net Settlement Amount.

3 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
4 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
5 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
6 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
7 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
8 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
9 that reasonable means be used to locate Class Members and that the Settlement Administrator be
10 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
11 Individual Settlement Payments to all Participating Class Members.

12 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
13 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
14 status report provided to the Parties.

15 In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar
16 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
17 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
18 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
19 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
20 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
21 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
22 procedures set forth in Section 3.07(g) below.

23 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
24 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
25 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
26 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
27 exclusion and objections that the Settlement Administrator received.

28

1 **Section 3.04: Responses to Notice**

2 **a. Class Member Disputes**

3 If any Class Member disagrees with Defendant's records as to his or her Qualifying
4 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
5 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
6 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
7 supporting documentation. The Notice will also provide a method for the Class Member to challenge
8 the employment data on which his or her Individual Settlement Payment is based. The Settlement
9 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
10 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
11 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
12 the information provided to it.

13 **b. Requests for Exclusion from Class**

14 In order for any Class Member to validly exclude himself or herself from the Class and this
15 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
16 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
17 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
18 Administrator re-mails the Notice to the Class Member, whichever is later). PAGA Group Members
19 may not exclude themselves from the PAGA settlement. The Notice Packet shall contain instructions
20 on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out),
21 including the language to be used in a request for exclusion. The date of the initial mailing of the
22 Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively
23 determined according to the records of the Settlement Administrator. Any Class Member who timely
24 and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual
25 Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not
26 have any right to object, appeal, or comment thereon.

27 Any Class Member who fails to timely submit a request for exclusion shall automatically be
28 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are

1 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
2 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
3 and/or released in this Agreement will be extinguished.

4 **c. Objections to Settlement**

5 For any Class Member to object to this Agreement, or any term of it, the person making the
6 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
7 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
8 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
9 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
10 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
11 the date the signed objection was postmarked, shall be conclusively determined according to the
12 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
13 receives to Defense Counsel and Class Counsel within three (3) business days of receipt, and said
14 objections shall be filed with the Court as part of the Motion for Final Approval. Class Members may
15 also appear at the final approval hearing to object. The Court retains final authority with respect to
16 the consideration and admissibility of any Class Member objections,

17 **d. Encouragement of Class Members**

18 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
19 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
20 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
21 Class Members.

22 **Section 3.05: Final Fairness and Approval Hearing**

23 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
24 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
25 and determine whether the Court should give it final approval, and (2) consider any objections made
26 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
27 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
28 Proposed Final Order Approving Settlement of Class Action.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of Six Hundred Sixty-Five Thousand Dollars (\$665,000). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, the LWDA Payment, PAGA Settlement Amount, and the Incentive Payments.

By no later than 14 calendar days after the Effective Date, Defendant will fund the Gross Settlement Amount, plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator, either directly or by sending the funds to the Settlement Administer. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, the PAGA Settlement Amount, and the Settlement Administration Costs.

Within seven (7) calendar days after receiving Defendants' final payment, funding the Gross Settlement Amount and associated employer payroll taxes in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the PAGA Settlement Payments, the Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two Hundred Twenty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$221,666.66). Class Counsel shall submit an application for an award of costs not to exceed Twenty Thousand Dollars (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the Court at

1 the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such
2 application which does not exceed these amounts. Class Counsel shall serve Defendant with copies
3 of all documents submitted in support of their application for an award of attorneys' fees and costs.

4 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
5 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
6 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
7 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
8 the Effective Date. To the extent that the Court approves less than the amount of attorney's fees
9 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
10 will be reallocated to the Net Settlement Amount.

11 **c. Payment of Settlement Administration Costs**

12 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
13 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
14 Seven Thousand Five Hundred Dollars (\$7,500.00).

15 **d. Payment of Incentive Award to Named Plaintiffs**

16 Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award of up
17 to Ten Thousand Dollars (\$10,000.00) each, the request for which Defendant will not object to or
18 oppose. The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not
19 constitute payment to any Participating Class Member(s) other than Named Plaintiffs. To the extent
20 that the Court approves less than the amount of incentive award that Class Counsel request, the
21 difference between the requested and awarded amounts will be reallocated to the Net Settlement
22 Amount.

23 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
24 Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will
25 not withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form
26 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing
27 authorities as required by law.

e. Payment to the Labor and Workforce Development Agency and PAGA Group Members

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Forty Thousand Dollars (\$40,000.00) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be included in the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount, including the LWDA Payment, will be paid out of the Gross Settlement Amount. The PAGA Settlement Payment for the PAGA claims will be determined by dividing the amount reserved for PAGA penalties (less 75% to be paid to the LWDA) by the total number of pay periods for all PAGA Group Members during the PAGA Period resulting in the PAGA Pay Period Value, and then multiplying the PAGA Pay Period Value by the number of pay periods worked by each PAGA Group Member.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount, less the allocation for the PAGA Settlement Payment, will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be disbursed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages, and 80% allocated to penalties and interest. The amounts

1 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
2 and all other authorized and required withholdings and shall be reported by W-2 forms. The
3 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
4 amounts paid as penalties and interest shall not be subject to any deductions or withholdings and
5 shall be reported by IRS 1099 forms.

6 Participating Class Members and PAGA Group Members shall have 180 days from the date
7 their Settlement Checks are dated to cash their Settlement Checks. Any checks that are not cashed
8 upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to
9 the California State Controller Unclaimed Property Fund in the name of the Class Member or PAGA
10 Group Member for whom the funds are designated.

11 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
12 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
13 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
14 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
15 Settlement Administrator is unable to obtain a valid mailing address through this process, the
16 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
17 Unclaimed Property Fund in the name of the Class Member or PAGA Group Member for whom the
18 funds are designated.

19 **g. Default on Payment.**

20 In the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement
21 Administrator will provide notice to Class Counsel and Defendant's counsel within three (3) business
22 days of the missed payment. Thereafter, Defendant will have seven (7) calendar days to cure the
23 default and tender payment to the Settlement Administrator. In the event Defendant fails to cure the
24 default within the times set forth herein, Named Plaintiffs may execute on the Final Judgment and
25 recover their reasonable attorneys' fees and costs incurred to obtain payment from Defendant.

26 **h. No Credit Toward Benefit Plans.**

27 The Individual Settlement Payments made to Participating Class Members under this
28 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to

1 calculate any additional benefits under any benefit plans to which any Class Members may be
2 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
3 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
4 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
5 Members may be entitled under any benefit plans.

6 **ARTICLE IV**

7 **LIMITATIONS ON USE OF THIS SETTLEMENT**

8 **Section 4.01: No Admission**

9 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
10 Class should not have been certified in the Action. This Agreement is entered into solely for the
11 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
12 construed as an admission of liability or wrongdoing by Defendant.

13 **Section 4.02: Non-Evidentiary Use**

14 Whether or not the Effective Date occurs, neither this Agreement, nor any of its terms, nor
15 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
16 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
17 including but not limited to, evidence of a presumption, concession, indication, or admission by any
18 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
19 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
20 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
21 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
22 released through this Agreement.

23 **Section 4.03: Nullification**

24 The Parties have agreed to the certification of the Class encompassing all claims alleged in
25 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
26 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
27 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
28 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the

1 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
2 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
3 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
4 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
5 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
6 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
7 should be certified by the Court in a non-settlement context in this Action or any other action, and in
8 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

9 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
10 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

11 ARTICLE V

12 RELEASES

13 Section 5.01: Released Claims by Class Members

14 Subject to Defendant's full payment of the Gross Settlement Amount, all Class Members who
15 do not validly opt out of the Settlement ("Participating Class Members") shall be deemed to have
16 released their "Released Class Claims" against the Released Parties which accrued during employment
17 in a non-exempt position in California during the Class Period. The Released Class Claims include all
18 claims under state, federal or local law, whether statutory, common law or administrative law, arising
19 out of or which could be pled based on the facts and the allegations set forth in the operative Complaints
20 in the Action, including but not limited to claims for failure to pay wages, failure to pay wages at the
21 regular rate and failure to pay overtime, failure to provide meal periods, failure to provide rest periods,
22 failure to furnish accurate wage statements, failure to pay all wages earned, failure to maintain required
23 records, failure to timely pay earned wages upon termination or discharge, failure to reimburse business
24 expenses, and unfair competition premised on the claims set forth above. The Released Class Claims
25 include claims for relief including injunctive relief, punitive damages, liquidated damages, penalties of
26 any nature, interest, fees, including fees under California Code of Civil Procedure section 1021.5, costs;
27
28

1 and all other claims and allegations made or which could have been made in the Action based on the
2 facts and allegations pled in the operative Complaints which accrued during employment in a non-
3 exempt position in California during the Class Period.

4
5
6 **Section 5.02: Released Claims by PAGA Group Members**

7 Subject to Defendant's full payment of the Gross Settlement Amount, and in addition to the
8 release of Released Class Claims against the Released Parties made by all Participating Class Members,
9 all PAGA Group Members shall be deemed to have released all claims under PAGA against the
10 Released Parties which accrued during employment in a non-exempt position in California during the
11 PAGA Period, which include any and all known and unknown claims under PAGA against the
12 Released Parties that were or could have been pled based on the factual allegations of the operative
13 Complaint, including but not limited to claims seeking civil penalties for failure to pay overtime wages,
14 failure to pay wages at the correct regular rate, failure to provide meal periods, failure to provide rest
15 periods, failure to furnish accurate wage statements, failure to pay all wages earned, failure to maintain
16 required records, failure to reimburse business expenses, and failure to timely pay earned wages upon
17 termination or discharge. This includes, but is not limited to, claims for civil penalties under PAGA
18 for violation of California Labor Code sections 201-203, 226, *et seq.*, 226.3, 226.7, 510, 512, 558,
19 1194, 2698, *et seq.*, 2699, 2699.5, 2802, applicable Industrial Welfare Commission Wage Orders, and
20 California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B). The Parties agree that
21 there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself
22 from the PAGA Payment and the associated release of claims and rights under PAGA.

23
24
25 **Section 5.03: Named Plaintiffs' Release of Unknown Claims**

26 Subject to Defendant's payment of the Gross Settlement Amount, Named Plaintiffs, in
27 addition to the Released Claims, waive, release, acquit, and forever discharge the Released Parties
28 from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising

1 under federal, state or local laws, rules, or regulations, whether known or unknown, unforeseen,
2 unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiffs, or the
3 heirs, successors and/or assigns of Plaintiffs, whether directly, indirectly, representatively,
4 derivatively or in any other capacity, against Defendant, or any of the other Released Parties, arising
5 at any time through the date of their signatures hereto.

6 Plaintiffs also expressly waive all rights and benefits under the terms of section 1542 of the
7 California Civil Code. Section 1542 reads as follows:

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

11 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
12 and complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge
13 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
14 Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and that the
15 Settlement contemplates the extinguishment of all such Released Claims

16 ARTICLE VI

17 MISCELLANEOUS PROVISIONS

18 **Section 6.01: Amendments or Modification**

19 The terms and provisions of this Agreement may be amended or modified only by an express
20 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

21 **Section 6.02: Assignment**

22 None of the rights, commitments, or obligations recognized under this Agreement may be
23 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
24 consent of each other Party and their respective counsel. The representations, warranties, covenants,
25 and agreements contained in this Agreement are for the sole benefit of the Parties under this
26 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

1 **Section 6.03: Governing Law**

2 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
3 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
4 of laws.

5 **Section 6.04: Entire Agreement**

6 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
7 contains the entire understanding of the Parties with respect to the subject matter contained herein.
8 In case of any conflict between text contained in Articles I through VI of this Agreement and text
9 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
10 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
11 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
12 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
13 supersedes all prior agreements and understandings among the Parties with respect to the settlement
14 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
15 prior agreements or proposals.

16 **Section 6.05: Waiver of Compliance**

17 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
18 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
19 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
20 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
21 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
22 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

23 **Section 6.06: Counterparts and Fax/PDF Signatures**

24 This Agreement, and any amendments hereto, may be executed in any number of counterparts
25 and any Party and/or their respective counsel may execute any such counterpart, each of which when
26 executed and delivered shall be deemed to be an original. All counterparts taken together shall
27 constitute one instrument. A fax, PDF, or DocuSign signature on this Agreement shall be as valid as
28 an original signature.

1 **Section 6.07: Meet and Confer Regarding Disputes**

2 Should any dispute arise among the Parties or their respective counsel regarding the
3 implementation or interpretation of this Agreement, a representative of Class Counsel and a
4 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
5 to submitting such disputes to the Court.

6 **Section 6.08: Agreement Binding on Successors**

7 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
8 of each of the Parties.

9 **Section 6.09: Cooperation in Drafting**

10 The Parties have cooperated in the negotiation and preparation of this Agreement. This
11 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
12 was the drafter or participated in the drafting of this Agreement.

13 **Section 6.10: Fair and Reasonable Settlement**

14 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
15 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
16 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
17 further believe that the Settlement is and is consistent with public policy, and fully complies with
18 applicable law.

19 **Section 6.11: Headings**

20 The descriptive heading of any section or paragraph of this Agreement is inserted for
21 convenience of reference only and does not constitute a part of this Agreement and shall not be
22 considered in interpreting this Agreement.

23 **Section 6.12: Notice**

24 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
25 communications under this Agreement must be in writing and addressed as follows:

26 *To Named Plaintiffs and the Class:*

27 LAW OFFICES OF BUCHSBAUM & HAAG, LLP
28 Brent S. Buchsbaum
 Laurel N. Haag

1 100 Oceangate, Suite 1200
2 Long Beach, California 90802
3 Telephone: (562) 733-2498
4 Fax: (562) 733-2498
5 E-mail: Brent@buchsbaumhaag.com
6 Laurel@buchsbaumhaag.com

7 Attorneys for Plaintiff DIAMOND WEATHERS

8 Daniel F. Gaines
9 daniel@gaineslawfirm.com
10 Alex P. Katofsky
11 alex@gaineslawfirm.com
12 Miriam L. Schimmel
13 miriam@gaineslawfirm.com
14 GAINES & GAINES, APLC
15 4550 E. Thousand Oaks Blvd., Suite 100
16 Westlake Village, California 91362
17 Telephone: (818) 703-8985
18 Facsimile: (818) 703-8984

19 Attorneys for Plaintiff MILAD RAZANI

20 -and-

21 *To Defendant:*

22 Shannon B. Nakabayashi
23 JACKSON LEWIS P.C.
24 50 California Street, 9th Floor
25 San Francisco, California 94111-4615
26 Telephone: (415) 394-9400
27 Facsimile: (415) 394-9401
28 E-mail: Shannon.Nakabayashi@jacksonlewis.com

Jamielee F. Martinez
JACKSON LEWIS P.C.
160 W. Santa Clara Street, Suite 400
San Jose, California 95113
Telephone: (408) 579-0404
E-mail: Jamie.Martinez@jacksonlewis.com

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h) and as otherwise allowed by law. The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and

1 Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.
2 In the event that one or more of the Parties institutes any legal action or other proceeding against any
3 other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will
4 be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
5 including expert witness fees incurred in connection with any enforcement actions.

6 **Section 6.14: Mutual Full Cooperation**

7 The Parties agree fully to cooperate with each other to accomplish the terms of this
8 Agreement, including but not limited to the execution of such documents, and the taking of such
9 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
10 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
11 terms. In the event the Parties are unable to reach agreement on the form or content of any document
12 needed to implement the Settlement, or on any supplemental provisions that may become necessary
13 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

14 **Section 6.15: Authorization to Act**

15 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and
16 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
17 required to effectuate the terms of this Agreement, except for signing documents, including but not
18 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
19 represents and warrants that the individual executing this Agreement on its behalf has the full right,
20 power, and authority to enter into this Agreement and to carry out the transactions contemplated
21 herein.

22 **Section 6.16: No Reliance on Representations**

23 The Parties have made such investigation of the facts and the law pertaining to the matters
24 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
25 on any statement, promise, or representation of fact or law, made by any of the other Parties, or any
26 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
27 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
28

to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

Section 6.17: Escalator Provision

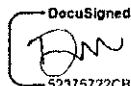
The Gross Settlement Amount was calculated with, and is premised on, the understanding that there are 189 Class Members as of January 26, 2022. If the final number of Class Members during the Class Period is more than 10% greater than this figure (i.e. if there are 209 or more Class Members), Defendant shall (i) increase the Net Settlement Amount on a proportional basis for each Class Member in excess of 209, or (ii) shorten the Class Period to end on the last date on which the number of Class Members does not exceed 209 members.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 6/2/2022

DIAMOND WEATHERS

By:  DocuSigned by: 52375722CB0B499
Named Plaintiff

Dated: 06 / 04 / 2022

MILAD RAZANI

By: *Milad Razani*
Named Plaintiff

Dated:

BG-IC, LLC

By: _____
(Signature)

(Printed Name)

(Title)

1 to any other matters. No representations, warranties, or inducements, except as expressly set forth
2 herein, have been made to any party concerning this Agreement.

3 **Section 6.17: Escalator Provision**

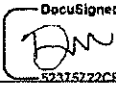
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7 Members), Defendant shall (i) increase the Net Settlement Amount on a proportional basis for each
8 Class Member in excess of 209, or (ii) shorten the Class Period to end on the last date on which the
9 number of Class Members does not exceed 209 members.

10 **EXECUTION BY PARTIES AND COUNSEL**

11 The Parties and their counsel hereby execute this Agreement.

12
13 Dated: 6/2/2022

DIAMOND WEATHERS

14 DocuSigned by:
15 
By: 52375722CB08499
Named Plaintiff

16
17 Dated: 06 / 04 / 2022

MILAD RAZANI

18 Milad Razani
19 By: _____
Named Plaintiff

20
21 Dated: 6/15/2022

BG-IC, LLC

22
23 By: 
(Signature)
24 Christopher P. Nichols
(Printed Name)
25 CFO
26 (Title)
27
28

1 APPROVED AS TO FORM ONLY:
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5 Executed on June 2, 2022
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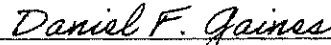
LAW OFFICES OF BUCHSBAUM &
HAAG, LLP

By:


BRENT BUCHSBAUM
Attorney for Plaintiff
DIAMOND WEATHERS

9
10 Executed on June 2, 2022
11
12
13

By:


DANIEL F. GAINES
ALEX P. KATOFISKY
EVAN S. GAINES
Attorneys for Plaintiff
MILAD RAZANI

14

JACKSON LEWIS P.C.

15

16 Executed on June 2, 2022
17
18
19

By:


SHANNON B. NAKABAYASHI
JAMIELEE F. MARTINEZ
Attorneys for Defendant
BG-IC, LLC

20 4864-3611-7793, v. 3
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TITLE	Joint Stip of Settlement Ranzani v BG-OC
FILE NAME	Joint Stipulation of Settlement.pdf
DOCUMENT ID	b93e892a03a50314938aae3ea60e4eb480cfa561
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✱ Signed

Document History

 SENT	06 / 03 / 2022 21:23:11 UTC	Sent for signature to Milad Razani [REDACTED] from office@gaineslawfirm.com [REDACTED]
 VIEWED	06 / 03 / 2022 22:00:42 UTC	Viewed by Milad Razani [REDACTED] [REDACTED]
 SIGNED	06 / 03 / 2022 22:02:32 UTC	Signed by Milad Razani [REDACTED] [REDACTED]
 COMPLETED	06 / 03 / 2022 22:02:32 UTC	The document has been completed.

EXHIBIT A

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

DIAMOND WEATHERS, individually, and as a
representative of other Aggrieved Employees,

Plaintiff,

v.

BG-IC, LLC, and DOES 1 through 250,
inclusive,

Defendants.

CASE NO: 21STCV07570

Assigned to the Hon. Carolyn B. Kuhl, Dept. 12

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$665,000 to pay claims to all individuals who worked for Defendant BG-IC, LLC (“Defendant”) as a non-exempt employee in California at any time between February 25, 2017 and February 28, 2022.
- The settlement resolves a lawsuit alleging that Defendant failed to pay all wages due; pay wages at the regular rate; pay overtime; provide compliant meal and rest periods or premium compensation in lieu thereof; reimburse business expenses; maintain required records; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$221,666.66 as attorneys’ fees and \$20,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant maintains that at all times its employees were properly compensated and provided all appropriate breaks. Defendant denies liability and the Parties disagree on how much money could have been awarded if employees had been able to certify a class and then win at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement . This is the only option that allows you to ever be part of any other lawsuit against Defendant about the legal claims that were brought in this case except that PAGA Group Members may not exclude themselves from the PAGA resolution herein.
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On February 26, 2021, Plaintiff Diamond Weathers ("Plaintiff Weathers"), a former employee of Defendant, filed this lawsuit. On March 3, 2021, Plaintiff Milad Razani ("Plaintiff Razani") (hereinafter, Plaintiffs Weathers and Razani are collectively referred to as "Plaintiffs"), a former employee of Defendant, filed a separate lawsuit. The lawsuits allege violations of the California Labor Code and California Business and Professions Code. The lawsuits seek to certify a class of all current and former non-exempt employees of Defendant employed from February 25, 2017 through February 28, 2022 ("Class Period") in California. Specifically, the lawsuit alleges that members of the Class were not paid all wages due; were not paid wages at the regular rate of pay, were not paid overtime; were not provided all compliant meal and rest periods or premium compensation in lieu thereof; were not reimbursed business expenses; were not timely issued final wages upon separation of employment; were not issued accurate and complete itemized wage statements; and that Defendant did not maintain required records. The Settlement seeks recovery of wages, damages, interest, statutory and civil penalties, restitution, attorneys' fees, and costs. Defendant denies the allegations in the lawsuit and maintains that at all times it properly paid its employees as required by California and federal law. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiffs' Attorneys

Attorneys for Plaintiff *Weathers*:

Brent S. Buchsbaum, Esq.
Laurel N. Haag, Esq.
Law Offices of Buchsbaum & Haag, LLP
100 Oceangate, Suite 1200
Long Beach, CA 90802
Phone: (562) 733-2498

Attorneys for Plaintiff *Razani*:

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant's Attorneys

Shannon B. Nakabayashi, Esq.
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111

Jamielee F. Martinez, Esq.
Jackson Lewis P.C.
160 W. Santa Clara Street, Suite 400
San Jose, CA 95113

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs believe they would have prevailed on their claims at a trial. Defendant does not believe that Plaintiffs would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Settlement ("Settlement Agreement" or "Stipulation of Settlement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiffs and Plaintiffs' Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all individuals who worked for Defendant BG-IC, LLC as a non-exempt employee in California at any time between February 25, 2017 and February 28, 2022.

C. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay \$665,000 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Amount.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

- (a) **Class Counsel’s Attorneys’ Fees** in an amount set by the Court, not to exceed \$221,666.66;
- (b) **Class Counsel’s Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$20,000;
- (c) **Incentive Awards to the Class Representatives** in an amount set by the Court, not to exceed \$10,000 each, for their service in the lawsuit;
- (d) **Settlement Administration Costs** which are currently estimated to not exceed \$7,500, for administering the settlement; and the
- (e) **PAGA Settlement Amount** in the total amount of \$40,000 for the settlement of claims arising under the California Private Attorneys General Act (“PAGA”) (the “PAGA Settlement Amount”). Seventy-Five percent (75%), or \$30,000, shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining Twenty-Five percent (25%), or \$10,000, will be distributed proportionately among all non-exempt employees who worked for Defendant in California from December 10, 2019 through February 28, 2022 (“PAGA Group Members”) (“PAGA Period”) based on their pay periods worked during the PAGA Period.

3. Individual Settlement Payments.

Your share of the Net Settlement Amount will be determined by the formula detailed in section E below. Your Individual Settlement Payment includes your estimated share of the Net Settlement Amount and, if eligible, includes your estimated share of the PAGA Settlement Amount (“Individual Settlement Payment”).

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant’s full payment of the Gross Settlement Amount, Plaintiffs and all Participating Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to the Defendant and its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any other individual or entity that could be liable for any of the Released Claims (“Released Parties”), and Defendant’s counsel of record in the Action, from any and all claims under state, federal or local law, whether statutory, common law or administrative law, arising out of or which could be pled based on the facts and the allegations set forth in the operative Complaints in the Action, including but not limited to claims for failure to pay wages, failure to pay wages at the regular rate and failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to furnish accurate wage statements, failure to pay all wages earned, failure to maintain required records, failure to timely pay earned wages upon

termination or discharge, failure to reimburse business expenses, unfair competition premised on the claims set forth above, claims for relief including injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest, fees, including fees under California Code of Civil Procedure section 1021.5, costs; and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaints (“Released Class Claims”) which accrued during employment in a non-exempt position in California during the Class Period.

Upon the Effective Date, and subject to Defendant’s full payment of the Gross Settlement Amount, and in addition to the release of Released Class Claims against the Released Parties made by all Participating Class Members, Plaintiffs and all PAGA Group Members shall be deemed to have released all claims under PAGA against the Released Parties which accrued during employment in a non-exempt position in California during the PAGA Period, which include any and all known and unknown claims under PAGA against the Released Parties that were or could have been pled based on the factual allegations of the operative Complaint, including but not limited to claims seeking civil penalties for failure to pay overtime wages, failure to pay wages at the correct regular rate, failure to provide meal periods, failure to provide rest periods, failure to furnish accurate wage statements, failure to pay all wages earned, failure to maintain required records, failure to reimburse business expenses, and failure to timely pay earned wages upon termination or discharge. This includes, but is not limited to, claims for civil penalties under PAGA for violation of California Labor Code sections 201-203, 226, et seq., 226.3, 226.7, 510, 512, 558, 1194, 2698, et seq., 2699, 2699.5, 2802, applicable Industrial Welfare Commission Wage Orders, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B) (“Released PAGA Claims”). The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights under PAGA.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an “Individual Settlement Payment,” which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form) and is a portion of the PAGA Settlement Amount distributable to each PAGA Group Member, regardless of if they request exclusion from the class settlement or not).

Individual Settlement Payment will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members’ respective number of Qualifying Workweeks during the Class Period. The Individual Settlement Payment will be calculated and distributed to PAGA Group Members from the Net Settlement Amount on a *pro rata* basis, based on the PAGA Group Members’ total number of pay periods for all PAGA Group Members during the PAGA Period. Specific calculations of the Individual Settlement Payments will be made as follows:

To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount, less the allocation for the PAGA Settlement Payment, will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a *pro rata* basis. Qualifying Workweeks will be rounded up to the next whole integer. After final approval by the Court, the Net Settlement Amount will be disbursed to Participating Class Members (those who did not exclude themselves) on a *pro rata* basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

The PAGA Settlement Payment for the PAGA claims will be determined by dividing the amount reserved for PAGA penalties (less 75% to be paid to the LWDA) by the total number of pay periods for all PAGA Group Members during the PAGA Period resulting in the PAGA Pay Period Value, and then

multiplying the PAGA Pay Period Value by the number of pay periods worked by each PAGA Group Member.

For tax purposes, each Individual Payment Amount will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 80% to interest and penalties (reported on an IRS Form 1099). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [REDACTED] Qualifying Workweeks in California from February 25, 2017 through February 28, 2022. Based on these Compensable Workweeks worked, you are entitled to an Individual Settlement Payment of approximately \$[REDACTED]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [REDACTED], 2022. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on [REDACTED], at [REDACTED] a.m., in the Courtroom of Judge Carolyn B. Kuhl of the Los Angeles County Superior Court, Department 12, located at 312 North Spring Street, Los Angeles, CA 90012. The Court will determine: (i) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys’ fees and costs to be awarded to Plaintiffs’ Attorneys; and (iv) the amount that should be awarded to Plaintiffs as Incentive Awards. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [REDACTED]. The Settlement Administrator’s address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections must include the grounds of objection,

be signed by the objecting Class Member or his or her attorney and include all supporting papers. Written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than _____.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, except as stated below. You can opt out of the Class by completely mailing a written Request for Exclusion statement to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____.

To be effective, the written Request for Exclusion statement must:

- (a) be signed by the Class Member;
- (b) contain the name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion;
- (c) clearly state that the Class Member received the Notice, does not wish to participate in the settlement, and wants to be excluded from the settlement;
- (d) be returned by first class mail or equivalent to the Settlement Administrator at the address listed below; and
- (e) be postmarked on or before _____.

There is no right for any Class Member to opt out or otherwise exclude himself or herself from the Settlement of the PAGA claims in the Action.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Joint Stipulation of Settlement” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number] or Gaines & Gaines, APLC, Counsel for the Class, at (866) 550-0855.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT C

Diamond Weathers v. BG-IC, LLC
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

IMPORTANT SETTLEMENT INFORMATION. PLEASE OPEN
IMMEDIATELY.

INFORMACIÓN IMPORTANTE SOBRE EL ACUERDO.
ABRIR INMEDIATAMENTE.

<PSA ID>
<Name>
<Address>
<City>, <St> <Zip>