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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CELINA ACUNA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
IAN PFEIFLE, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiffs,

vs.

BASS PRO OUTDOOR WORLD, LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVDS1811384

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Celina Acuna
and Ian Pfeifle); and [Proposed] Order filed
concurrently herewith]

Date: November 5, 2021
Time: 10:00 a.m.
Department: S26

Complaint Filed: May 9, 2018
FAC Filed: June 3, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorney of record for Plaintiffs Celina Acuna and Ian Pfeifle. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles County Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

5. At *Girardi & Keese*, my practice focused on class actions and other complex cases involving toxic torts and products liability. In addition, I gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by

1 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
2 depositions, and prepared dozens of expert witnesses for deposition or trial.

3 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
4 exclusively focused on the prosecution of consumer and employment class actions, involving
5 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
6 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
7 in both state and federal courts in the State of California. Our firm has successfully litigated cases
8 involving the executive, administrative, and other overtime exemptions to the State of California
9 and federal overtime compensation requirements. During this relatively short time, in association
10 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
11 in California.

12 **EXAMPLES OF CLASS ACTION RESULTS**

13 7. What follows are just a few examples of the type of results we have achieved on
14 behalf of our clients:

15 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a major property management company involving
17 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
18 granted final approval of the class and representative action settlement. The Los Angeles County
19 Superior Court Case Number is BC400414.

20 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action against a national retailer involving allegations of misclassification of the
22 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
23 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

24 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
25 and-hour class and representative action against a national property management company
26 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
27 the court granted final approval of the class and representative action settlement. The Los Angeles
28 County Superior Court Case Number is BC430918.

d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for class certification. The Los Angeles County Superior Court Case Number is BC474784.

1 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national retailer of upscale hardware and home
3 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
4 approval of the class and representative action settlement. The Los Angeles County Superior
5 Court Case Number is JCCP4794.

6 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class and representative action against a national retailer of apparel and fashion
8 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
9 approval of the class and representative action settlement. The Los Angeles County Superior
10 Court Case Number is BC488069.

11 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class action against a national retailer of apparel, accessories, and home products,
13 involving allegations of misclassification of the “Department Manager” position. On August 12,
14 2016, the court granted the plaintiffs’ motion for class certification in part and certified a
15 class. The Alameda County Superior Court Case Number is RG13680477.

16 m) Our firm represented the plaintiffs in a representative action under the
17 Private Attorneys General Act, against a real estate and property management company, on behalf
18 of non-exempt employees. On November 4, 2016, the court granted approval of the settlement.
19 The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

20 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
22 November 18, 2016, the court granted final approval of the class action settlement. The San
23 Francisco County Superior Court Case Number is CJC-13-004839.

24 o) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
25 and-hour class and representative action against a consumer packaging company, on behalf of non-
26 exempt employees. On March 10, 2017, the court granted final approval of the class and
27 representative action settlement. The Los Angeles County Superior Court Case Number is
28 BC590429.

1 p) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a manufacturer of food service industry supplies
3 on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the
4 class and representative action settlement. The Orange County Superior Court Case Number is 30-
5 2015-00810013-CU-OE-CXC.

6 q) Our firm represented the plaintiffs in a wage-and-hour class and
7 representative action against a food company on behalf of non-exempt employees. On June 30,
8 2017, the court granted final approval of the class action settlement. The Sacramento County
9 Superior Court Case Number is 34-2015-00175871.

10 r) Our firm represented the plaintiffs in a wage-and-hour class and
11 representative action against a chocolate company on behalf of non-exempt employees. On July
12 19, 2017, the court granted final approval of the class and representative action settlement. The
13 Alameda County Superior Court Case Number is RG15764300.

14 s) Our firm represented the plaintiffs in a wage-and-hour class and
15 representative action against a manufacturer of plastic containers on behalf of non-exempt
16 employees. On October 31, 2017, the court granted final approval of the class and representative
17 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

18 t) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a bank on behalf of non-exempt employees. On
20 December 11, 2017, the court entered an order granting final approval of class and representative
21 action settlement. The Los Angeles County Superior Court Case Number is BC569646.

22 u) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
23 and-hour class and representative action against a property management company on behalf of
24 hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
25 final approval of the class and representative action settlement. The Los Angeles County Superior
26 Court Case Number is JCCP4819.

27 v) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
28 and-hour class and representative action against a global provider of flexible office space

1 solutions. On February 15, 2018, the court entered an order granting final approval of the class
2 and representative action settlement. The Los Angeles County Superior Court Case Number is
3 BC498401.

4 w) Our firm represented the plaintiffs in a wage-and-hour class and
5 representative action against a behavioral health service provider on behalf of non-exempt
6 employees. On November 13, 2018, the court granted final approval of the class and
7 representative action settlement. The Alameda County Superior Court Case Number is
8 RG16811450.

9 x) Our firm, in association with co-counsel, represented the plaintiff in a
10 representative action under the Private Attorneys General Act, against a global provider of
11 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
12 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
13 Court Case Number is S-1500-CV-280215-SDC.

14 y) Our firm represented the plaintiff in a wage-and-hour class action against a
15 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
16 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
17 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
18 JCCP 4886.

19 z) Our firm, in association with co-counsel, on behalf of the plaintiff and
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
22 notable decision from the California Supreme Court clarifying the law and finding, in part, that
23 employer arbitration agreements are unenforceable where they block a PAGA claim from
24 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

25 aa) Our firm represents the plaintiffs in a wage-and-hour class and representative
26 action against a bank on behalf of non-exempt employees. On September 27, 2019, the court
27 granted the plaintiffs' motion for class certification in part and certified a class. The Alameda
28 County Superior Court Case Number is RG15757606 and the Judicial Council Coordination

1 Proceeding Number is JCCP 4921.

2 bb) Our firm represented the plaintiffs in a wage-and-hour class and
3 representative action against a national retailer of apparel and fashion accessories, on behalf of
4 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
5 certification in part and certified a class. The Sacramento County Superior Court Case Number is
6 34-2015-00175330-CU-OE-GDS.

7 cc) Our firm represented the plaintiff in a wage-and-hour class and PAGA
8 representative action against a medical equipment supplier on behalf of non-exempt employees.
9 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
10 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

11 dd) Our firm, in association with co-counsel, represented the plaintiff in a wage-
12 and-hour class and PAGA representative action against a large national drug testing laboratory on
13 behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion
14 for class certification and certified a class. The San Diego County Superior Court Case Number
15 is 37-2018-00019611-CU-OE-CTL.

16 ee) Our firm represented the plaintiffs in a wage-and-hour class and
17 representative action against a national retailer of sportswear, footwear, and camping equipment
18 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
19 motion for class certification and certified a class. The Riverside County Superior Court Case
20 Number is RICJCCP4930.

21 ff) Our firm represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a plastic packaging company on behalf of non-exempt employees.
23 On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified
24 a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

25 gg) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class action against manufacturer and supplier of power products and services on behalf
27 of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for
28 class certification and certified a class. The San Diego County Superior Court Case Number is

37-2015-00025968-CU-OE-CTL.

PRELIMINARY APPROVAL

8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs Celina Acuna and Ian Pfeifle (“Plaintiffs”), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Bass Pro Outdoor World, LLC (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of October 13, 2020, the Class is estimated to consist of approximately four thousand four hundred thirty (4,430) individuals.

10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the case for over three years, and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by David A. Rotman, a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in an extensive discussion regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating

1 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
2 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
3 other things. During all settlement discussions, the Parties conducted their negotiations at arm's
4 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was
5 not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at
6 certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class
7 certification and prevail at trial. After conducting investigations, formal and informal discovery,
8 and exchange of information, extensive settlement negotiations, and with the aid of the mediator's
9 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
10 issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would
11 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
12 Released Claims of Plaintiffs and Settlement Class Members, against the Released Parties.

13 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
14 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
15 Prior to engaging in mediation, Plaintiffs conducted significant investigation and formal and
16 informal discovery regarding the facts of the case, including and not limited to, the exchange,
17 review, and analysis of thousands of pages of documents and data obtained from Defendant and
18 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
19 Defendant and noticed the depositions of Defendant's Person Most Knowledgeable designees.
20 The volume of data and documents that Class Counsel reviewed and analyzed included and was
21 not limited to: Plaintiffs and other Class Members' employment records, a detailed sampling of
22 Class Members' time and pay data, multiple iterations of Defendant's Associate Handbook and
23 California Handbook Supplement, company policy acknowledgements (including but not limited
24 to Receipt of Substance Abuse Policy for Employees and Voluntary Waiver of Meal Period),
25 emails, new hire orientation checklists (including but not limited to New Hire Checklist – Retail
26 Locations, New Hire Data Sheet, and Employment Interview Form), Defendant's operations and
27 employment practices, forms (including but not limited to Associate Coaching/Counseling Report,
28 Bass Pro Shops – Retail Performance Appraisal, Bass Pro Group Separation Notice, and Exit

Interview Form), procedures (including but not limited to Security and Inspections, Breaks and Meal Periods, and Searches of Company and Associate Property), and policies (including but not limited to Overtime, Time Keeping, Appearance Standards, Code of Ethics, and Conflicts of Interest), among other information and documents. Class Counsel interviewed Plaintiffs and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

13. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

14. The Settlement provides for a Gross Settlement Amount of five million dollars (\$5,000,000.00). The Net Settlement Amount is the Gross Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees and Costs to Class Counsel, Incentive Payments to Plaintiffs, Settlement Administration Costs to Settlement Administrator, and LWDA Payment to the Labor and Workforce Development Agency ("LWDA"). Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount is currently estimated to be two million seven hundred ninety-five thousand dollars (\$2,795,000.00). The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

15. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration. The Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve as the Settlement Administrator. Defendant will provide Phoenix with a list of Class Members that Defendant will compile from its records, which will include each Class Member's full name; last

1 known mailing address and telephone number; full Social Security number; and start and end dates
2 of employment during the Class Period (“Class List”), and Phoenix will calculate each Settlement
3 Class Member’s estimated share of the Net Settlement Amount (“Individual Settlement Share”).
4 Phoenix will also receive requests for exclusion from the Class Settlement, objections to the Class
5 Settlement, and disputes regarding Workweeks; provide necessary reports and declarations;
6 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
7 informational and other tax filings and documents; issue and transmit all payments provided for
8 by the Settlement, including and not limited to, calculating and issuing Individual Settlement
9 Shares to the Settlement Class Members and Individual PAGA Shares to PAGA Group Members;
10 and perform any other usual and customary duties for administering a class action settlement.
11 Settlement Administration Costs are currently estimated not to exceed twenty-five thousand
12 dollars (\$25,000.00) and will be paid out of the Gross Settlement Amount, subject to approval of
13 the Court.

14 16. Based on investigation and information discovered, Class Counsel believes that
15 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
16 that Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
17 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
18 rest periods and to pay associated premium pay, failed to timely pay wages during employment
19 and upon termination of employment, failed to provide compliant wage statements, failed to
20 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
21 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
22 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.).
23 Plaintiffs also asserted that Class Members were expected to perform similar job duties and were
24 subject to the same or similar operations and employment policies, practices, and procedures.
25 Additionally, Plaintiffs asserted that Defendant’s recordkeeping practices with respect to Plaintiffs
26 and the Class Members were substantially the same during the time period at issue. As a result,
27 Plaintiffs claim that the Class Members, were uniformly not paid all of the compensation that was
28 owed to them by Defendant since May 9, 2014. Thus, in Class Counsel’s view, it is clear that the

1 outcome of this litigation would be determined by Defendant's uniform operations and
2 employment practices, policies, and procedures that Plaintiffs allege applied across its hourly-paid
3 or non-exempt employees in California during the Class Period.

4 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
5 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs have also
6 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
7 and delays inherent in such litigation, including those involved in class certification and/or
8 representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish
9 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
10 establishing entitlement to monetary recovery. Plaintiffs have also considered the Parties'
11 settlement discussions, as well as the evaluations of the mediator, who is experienced and well-
12 regarded in complex labor and employment matters.

13 18. Defendant, on the other hand, denied and continues to deny any liability and
14 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
15 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
16 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
17 have also had the opportunity to interview witnesses and review documents and information
18 relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's
19 operations and employment policies, practices, and procedures. The Parties also reviewed and
20 analyzed thousands of pages of documents and data, including but not limited to a detailed
21 sampling of Class Members' time and pay information, to determine the potential value and
22 strength of the claims. The available information enabled Class Counsel to estimate the potential
23 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
24 conducted adequate investigation and discovery to be sufficiently informed of the nature and
25 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
26 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
27 for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
28 risks to both sides that would attend further litigation. The Settlement takes into account the

1 strengths and weaknesses of each side's position and the uncertainty of how the case might have
2 concluded at certification, trial, and/or appeals.

3 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
4 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
5 (i.e., \$1,750,000.00) and expenses and costs in an amount not to exceed sixty thousand dollars
6 (\$60,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the
7 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
8 will not receive any compensation until recovery is obtained. Under the Settlement Agreement,
9 ten thousand dollars (\$10,000) from the Court-approved Attorneys' Fees to Class Counsel will be
10 shared with the Melmed Law Group P.C., the initial counsel of record for Plaintiff Pfeiffle.

11 20. The Settlement Agreement provides for payment of up to ten thousand dollars
12 (\$10,000.00) each to Plaintiffs as Incentive Payments (for a combined total of \$20,000), to be paid
13 out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable
14 time and effort to produce relevant documents and past employment records and to provide the
15 facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available
16 whenever Class Counsel needed them and actively tried to obtain information that would benefit
17 the Class. Accordingly, it is appropriate and just for Plaintiffs to each receive an Incentive
18 Payment, in addition to their Individual Settlement Shares, for their services on behalf of the Class.

19 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
20 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
21 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
22 case, the inherent costs and risks of further litigation, and the costs and risks associated with class
23 certification, representative adjudication, trial, and/or appeals.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed on this 28th day of October 2021, at Glendale, California.

27 
28 Edwin Aiwazian

EXHIBIT 1

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
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Attorneys for Defendant
BASS PRO OUTDOOR WORLD, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CELINA ACUNA, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act; IAN PFEIFLE,
individually, and on behalf of other members of
the general public similarly situated;

Plaintiffs,

vs.

BASS PRO OUTDOOR WORLD, LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVDS1811384

Honorable David Cohn
Department S26

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: May 9, 2018
FAC Filed: June 3, 2021
Jury Trial Date: None Set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Joint Stipulation,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Celina Acuna and Ian
4 Pfeifle (“Plaintiffs” or “Class Representatives”) and Defendant Bass Pro Outdoor World, LLC,
5 (“Defendant”). Subject to the approval of the Court, the above-referenced action is being
6 compromised and settled under the terms and conditions set forth herein.

7 **I. RECITALS**

8 A. On May 9, 2018, Plaintiff Acuna commenced the above-captioned putative class
9 action against Defendant (“Action”). Through the Action, Plaintiff Acuna asserted, on behalf of all
10 current and former hourly-paid or non-exempt employees who worked for Defendant in the State of
11 California at any time during the period of May 9, 2014 to final judgement, the following causes of
12 action: 1) Unpaid Overtime-Violation of California Labor Code §§510 and 1198 (2) Unpaid Meal
13 Period Premiums-Violation of California Labor Code §226.7 and 512; (3) Unpaid Rest Period
14 Premiums-Violation of California Labor Code §§226.7; (4) Unpaid Minimum Wage- Violation of
15 California Labor Code §§1194, 1197, and 1197.1; (5) Final Wages Not Timely Paid- Violation of
16 California Labor Code §201 and §202; (6) Wages Not Timely Paid During Employment-Violation
17 of California Labor Code §204; (7) Non-Compliant Wage Statements §226(a); (8) Failure to Keep
18 Requisite Payroll Records-Violation of California Labor Code §1174(d); (9) Unreimbursed Business
19 Expenses-Violation of California Labor Code §2800 and §2802; and (10) Violations of California
20 Business and Professions Code §17200.

21 B. On. June 3, 2021, in order to formally allege all causes of action investigated,
22 litigated, mediated, and settled, Plaintiff Acuna files a First Amended Class Action Complaint for
23 Damages and Enforcement of Private Attorneys’ General Act, Cal. Labor Code § 2698, Et Seq.
24 (“First Amended Complaint” or “Operative Complaint”) in the Action, to add a claim under PAGA
25 and Ian Pfeifle as a named plaintiff and class representative.

26 C. Defendant denies all material allegations set forth in the Action, defined below, and
27 has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further
28 litigation, Defendant desires to fully and finally settle the Action and Released Claims.

1 D. Class Counsel diligently investigated the proposed Class Members' claims against
2 Defendant in the Action, including any and all applicable defenses and the applicable law, and
3 undertook review and analysis of a volume of documents and data obtained from Defendant and
4 other sources.

5 E. On October 13, 2020, the Parties participated in mediation before third-party
6 mediator David A. Rotman (the "Mediator"), a respected mediator of complex wage and hour
7 actions. Although the Action did not settle the day of mediation, with the aid of the Mediator, the
8 Parties were able to reach the settlement contained herein. The settlement discussions were
9 conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of
10 Defendant's potential liability of total exposure in relation to the costs and risks associated with
11 continued litigation. Based on the documents produced, as well as Class Counsel's own
12 independent investigation and evaluation, and the Mediator's efforts, Class Counsel believes that
13 the Settlement with Defendant for the consideration and on the terms set forth in this Settlement
14 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light
15 of all known facts and circumstances, including the risk of significant delay and uncertainty
16 associated with litigation and various defenses asserted by Defendant.

17 F. This Settlement Agreement is made and entered into by and between Plaintiffs,
18 individually, and on behalf of all others similarly situated, and Defendant, and is subject to the
19 terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that
20 this Settlement Agreement is entered into solely for the purpose of compromising significantly
21 disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.
22 If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the
23 Parties shall be returned to their original respective positions.

24 **II. DEFINITIONS**

25 To the extent terms or phrases used in this Joint Stipulation are not specifically defined below,
26 but are defined elsewhere in this Joint Stipulation, they are incorporated herein by reference.

27 A. "Action" or "Lawsuit" means the action entitled *Celina Acuna v. Bass Pro Outdoor*
28 *World, LLC.*, San Bernardino Superior Court Case No. CIVDS1811384.

1 B. "Class" or "Class Member(s)" means all hourly-paid or non-exempt employees who
2 worked for Defendant in the State of California during the Class Period, or each of them.

3 C. "Class Counsel" means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of
4 Lawyers *for* Justice, PC.

5 D. "Defendant's Counsel" means Adam Y. Siegel, Chad D. Bernard, and Jade M.
6 Brewster of Jackson Lewis, P.C.

7 E. "Class Period" means the period of time from May 9, 2014, through Preliminary
8 Approval.

9 F. "Class Settlement" means the settlement and resolution of the Released Claims,
10 except for those arising under the Private Attorneys General Act, California Labor Code section
11 2698, *et seq.*

12 G. "Operative Complaint" means the First Amended Class Action Complaint for
13 Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et
14 Seq. filed in the Action on June 3, 2021.

15 H. "Court" means the Superior Court of the State of California for the County of San
16 Bernardino.

17 I. "Effective Date" means the date when all of the following events have occurred: (1)
18 the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's Counsel;
19 (2) the Court has granted preliminary approval to the Settlement; (3) the Notice of Class Action
20 Settlement has been mailed to the Class, providing them with an opportunity to object to or opt out
21 of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval
22 Order and Judgment; (5) sixty-five (65) calendar days have passed since the Court has entered the
23 Final Approval Order and Judgment; and (6) in the event there are written objections filed prior to
24 the Final Approval Hearing that are not later withdrawn or denied, the later of the following events:
25 (a) five (5) business days after the period for filing any appeal, writ, or other appellate proceeding in
26 connection with the Final Approval Order and Judgment has elapsed without any appeal, writ, or
27 other appellate proceeding having been filed; or (b) if any appeal, writ, or other appellate proceeding
28 in connection with the Final Approval Order and Judgment has been filed, five (5) business days

1 after any appeal, writ, or other appellate proceedings in connection with the Final Approval Order
2 and Judgment has been finally and conclusively dismissed with no right to pursue further remedies
3 or relief. “Final Approval” means the Court’s entry of the Final Approval Order and Judgment.

4 J. “Final Approval Hearing” means the final hearing held to ascertain the fairness,
5 reasonableness, and adequacy of the Joint Stipulation, at which time the Court will enter its order
6 granting final approval of the Joint Stipulation.

7 K. “Final Approval Order and Judgment” means the order certifying the Settlement
8 Class, granting final approval of the Settlement, and entering judgment based thereon, after the Court
9 has determined that the Settlement is fair, adequate, and reasonable to the Settlement Class, following
10 notice to the Class and a hearing on the fairness of the Settlement.

11 L. “Gross Settlement Amount” means the amount of five-million dollars
12 (\$5,000,000.00), that Defendant will pay to resolve this Action. The Gross Settlement Amount
13 includes Individual Settlement Shares to Settlement Class Members; Incentive Payments to Class
14 Representatives; Attorneys’ Fees and Litigation Costs to Class Counsel; PAGA Settlement Amount
15 (which includes Individual PAGA Shares to PAGA Group Members and LWDA Payment to the
16 LWDA); and Settlement Administration Costs to the Settlement Administrator. The Gross
17 Settlement Amount shall be the maximum amount that Defendant will be required to pay under this
18 Settlement. Notwithstanding the foregoing, Defendant will pay employer’s share of taxes,
19 contributions, and withholdings with respect to the wages portion of Individual Settlement Shares
20 separately and in addition to the Gross Settlement Amount.

21 M. “Individual PAGA Share” means the *pro-rata* share of 25% of the PAGA Settlement
22 Amount to each PAGA Group Member.

23 N. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount
24 to each Settlement Class Member.

25 O. “Individual Settlement Payment” means the net payment of each Settlement Class
26 Member’s Individual Settlement Share (after reduction for the employee’s share of taxes on the wage
27 portion) and PAGA Group Member's Individual PAGA Share (if applicable).

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1 P. "LWDA" means The State of California Labor and Workforce Development Agency.

2 Q. "LWDA Payment" means 75% of the \$350,000 allocated to the PAGA Settlement
3 Amount (i.e., \$262,500) which, subject to Court approval, will be paid to the LWDA.

4 R. "Net Settlement Amount" means the Gross Settlement Amount less the Settlement
5 Administration Costs to the Settlement Administrator, Attorneys' Fees and Litigation Costs to Class
6 Counsel, Incentive Payments to Class Representatives, and PAGA Settlement Amount.

7 S. "Notice of Class Action Settlement" or "Class Notice" means the proposed notice to
8 be mailed to the Class, in substantially the same form as attached "**Exhibit A**," as set forth in Section
9 IV.C of this Joint Stipulation and as mutually agreed upon by the Parties and approved by the Court.

10 T. "Objection" means a Class Member's written objection to the Class Settlement, per
11 the procedures set forth in Section IV.E of this Joint Stipulation. Class Members shall not be
12 permitted to object to the PAGA Settlement.

13 U. "Opt Out Request" means a written request by a Class Member to opt out of the Class
14 Settlement, and by which a Class Member excludes himself or herself from participating in, receiving
15 any payment from, and being bound by, the terms of the Class Settlement through the procedures set
16 forth in Section IV.D of this Joint Stipulation. Class Members shall not be permitted to opt out of the
17 PAGA Settlement.

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

20 W. "PAGA Group Members" means all Settlement Class Members who worked for
21 Defendant any time from May 9, 2017, through Preliminary Approval.

22 X. "PAGA Period" means the period from May 9, 2017, through Preliminary Approval.

23 Y. "PAGA Settlement" means the settlement and resolution of the Released Claims
24 arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

25 Z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
26 allocated to the resolution of Class Members' claims arising under PAGA. The Parties have agreed
27 that the PAGA Settlement Amount is Three-Hundred and Fifty Thousand Dollars (\$350,000), subject
28 to Court approval. Of the PAGA Settlement Amount, 75% (i.e., \$262,500) will be paid to the

1 LWDA, and the remaining 25% (i.e., \$87,500) will be distributed to PAGA Group Members.

2 AA. "Parties" means Plaintiffs and Defendant, who are individually referred to as "Party."

3 BB. "Preliminary Approval" means the order by the Court preliminarily approving this
4 Joint Stipulation.

5 CC. "Preliminary Approval Hearing" means the hearing held on the motion for
6 preliminary approval of the Joint Stipulation.

7 DD. "Released Claims" means any and all claims for wages, damages, unpaid costs,
8 penalties, liquidated damages, interest, attorney fees, litigation costs, restitution, or equitable relief,
9 which Plaintiffs and Settlement Class Member had, or may claim to have, against any of the Released
10 Parties, arising during the Class Period, that were pled or that could have been pled based on the
11 factual allegations set forth in the Operative Complaint, including all claims for failure to pay wages
12 (including overtime wages and minimum wages under California Labor Code §§ 510, 1194, 1197,
13 1197.1 and 1198), failure to provide meal and/or rest periods and associated premium payments under
14 California Labor Code §§ 226.7 512(a), failure to pay wages timely during employment and upon
15 termination and associated claims for waiting time penalties under California Labor Code §§ 203 and
16 204, failure to provide compliant wage statements under California Labor Code § 226(a), failure to
17 maintain requisite payroll records under California Labor Code § 1174(d), failure to reimburse
18 business expenses under Labor Code §§ 2800 and 2802, claims under California Labor Code § 2699,
19 *et seq.* ("PAGA") claims based on the California Labor Code sections alleged or could have been
20 alleged in the Operative Complaint based on the factual allegations set for the in the Operative
21 Complaint, and unfair business practices in violation of California Business and Professions Code §
22 17200 *et seq.*

23 EE. "Released Parties" means Defendant and all of its officers, directors, shareholders,
24 investors, employees, agents, insurers, parent companies, affiliates, subsidiaries, successors, and
25 assigns.

26 FF. "Response Deadline" means the date that is forty-five (45) calendar days after the
27 date the Class Notice is mailed to the Class Members, which will be the deadline for Class Members
28 to submit Opt Out Requests, Workweeks Disputes, or Objections to the Class Settlement.

1 GG. "Settlement Class Members" means Class Members who do not timely and validly
2 request exclusion from (i.e., opt out of) the Class Settlement.

3 HH. "Settlement Administrator" means Phoenix Settlement Administrators.

4 II. "Settlement Administration Costs" means all fees, costs, and expenses relating to the
5 administration of the settlement in this Action, including without limitation, printing and mailing the
6 Class Notice, calculating and determining Individual Settlement Shares, Individual PAGA Shares,
7 and Individual Class Payments, regularly updating counsel for the Parties on the status of
8 administration of the Settlement, and the accounting and maintenance of the Settlement Fund
9 Account.

10 JJ. "Settlement Fund Account" means the bank account established under this Joint
11 Stipulation from which all monies payable under this Joint Stipulation will be paid, as set forth
12 herein.

13 KK. "Workweeks" means the number of weeks worked by a Class Member during the
14 Class Period according to Defendant's payroll records, with any partial weeks rounded up to the
15 nearest full week. Workweeks will be calculated by the Settlement Administrator for each Class
16 Member, using each Class Member's start and end dates of employment to determine the number of
17 days the Class Member was employed by Defendant within the Class Period, and dividing the total
18 days by seven (7), rounded to the nearest whole number. Defendant's Workweek data will be
19 presumed to be correct, unless a particular Class Member proves otherwise to the Settlement
20 Administrator by credible, written evidence. All Workweek Disputes will be resolved and decided
21 by the Settlement Administrator and the Settlement Administrator's decision on all Workweeks
22 Disputes will be final and non-appealable.

23 LL. "Workweeks Dispute(s)" means a written letter submitted by a Class Member to the
24 Settlement Administrator to dispute the number of Workweeks credited to the Class Member, per
25 the procedures set forth in Section IV.F of this Joint Stipulation.

26 **III. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

27 A. **Discovery, Investigation and Research.** The Parties engaged in extensive
28 investigation of the facts and law during the prosecution of the Action. The investigation included

1 the exchange of information through formal and informal discovery. Specifically, it included, among
2 other things, the exchange of a volume of documents including Defendant's employment policies,
3 practices, and procedures and a sampling of Class Members' time and pay records. The Parties also
4 prepared for and attended a full-day mediation with David A. Rotman a well-regarded mediator
5 experienced in mediating complex wage-and-hour matters. Counsel for the Parties also investigated
6 applicable law as applied to the facts in the case and potential defenses and conducted their own
7 evaluations of the potential recoveries based on the claims in the Action.

8 B. **Allegations of Plaintiffs and Benefits of Settlement.**

9 1. This Joint Stipulation was reached after arm's-length bargaining between the
10 Parties with the assistance of an experienced mediator, and after Class Counsel thoroughly reviewed
11 all available information. The information exchanged between the Parties allowed them to assess the
12 merits and to compromise the issues on a fair and equitable basis.

13 2. Plaintiffs and Class Counsel contend the claims asserted in the Action have
14 merit. But, they acknowledge the expense and delay of continued litigation to prosecute the Action
15 through class certification, trial, and appeal. Plaintiffs and Class Counsel have considered the
16 uncertain outcome and risk of litigation, and the difficulties and delays inherent in such litigation,
17 including, and not limited to, considering the risks associated with class certification, trial, and/or
18 appeals. Plaintiffs and Class Counsel determined this Joint Stipulation confers substantial benefit to
19 the Class and is in the best interests of Plaintiffs and Class Members.

20 C. **Defendant's Denials of Wrongdoing and Benefits of Settlement.** Defendant
21 generally denies all claims alleged in the Action and further denies class treatment is appropriate for
22 any purpose other than this Settlement. Defendant contends it complied with California and other
23 applicable law. It is Defendant's position that, if litigation continued, class certification would be
24 denied on all claims. Defendant concluded further litigation of the Action would be protracted and
25 expensive. Defendant further determined it is desirable that the Action be fully and finally settled in
26 the manner and upon the terms and conditions in this Joint Stipulation.

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1 **IV. PROCEDURAL ISSUES**

2 A. **Preliminary Approval.** Class Counsel will submit this Joint Stipulation to the Court
3 with a motion for preliminary approval of this Settlement. Defendant will not oppose the motion.

4 B. **Settlement Administrator.**

5 1. The third-party company known as Phoenix Settlement Administrators will
6 act as Settlement Administrator. The Settlement Administrator will be responsible for: (1) preparing,
7 translating, printing and mailing simultaneously the Class Notice in substantially the same form as
8 attached “**Exhibit A,**” in English; (2) receiving and reviewing Opt Out Requests; (3) calculating
9 Workweeks and Individual Settlement Payments under the Settlement; (4) handling inquiries from
10 Class Members concerning the Class Notice, including attempting to resolve Workweek Disputes;
11 (5) providing weekly status reports to Defendant’s Counsel and Class Counsel regarding the
12 number of mailings and number of Opt Out Requests; (6) distributing all payments under the
13 Settlement, as well as payments to taxing authorities as appropriate; (7) providing due diligence
14 declarations for submission to the Court, as needed; (8) printing and providing Settlement Class
15 Members and Plaintiffs with tax forms as required under this Settlement Agreement and
16 applicable law, and providing copies of same to Defendant; (9) receiving and promptly forwarding
17 to Class Counsel and Defendant’s Counsel any Objections; and (10) such other tasks as the Parties
18 mutually agree or the Court orders the Settlement Administrator to perform.

19 2. The Parties and their counsel each represent they do not have a financial
20 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
21 Administrator that creates or could create a conflict of interest. Settlement Administration Costs
22 are estimated not to exceed \$25,000 and are to be paid from the Gross Settlement Amount subject to
23 approval by the Court.

24 C. **Notice to Class Members.** Class Members will be provided notice of the Settlement
25 in the following manner:

26 1. Within twenty-one (21) calendar days of Preliminary Approval, Defendant
27 will provide the Settlement Administrator with the following information for each Class Member:
28 (1) full name; (2) last known mailing address and telephone number; (3) full Social Security number;

1 and (4) start and end dates of employment during the Class Period (“Class List”).

2 2. Within twenty-one (21) calendar days after the Settlement Administrator’s
3 receipt of the Class List, the Settlement Administrator will format and mail the Class Notice to the
4 Class Members via first-class U.S. mail.

5 3. Prior to mailing the Class Notice to the Class, the Settlement Administrator
6 will perform a search based on the National Change of Address Database to update and correct the
7 Class Members’ addresses, contained in the Class List, for any known or identifiable address
8 changes. It will be conclusively presumed that if the Class Notice has not been returned within thirty
9 (30) calendar days of mailing, that the Class Member received the Class Notice and all of its contents.

10 4. The Settlement Administrator will perform a skip-trace search and re-mail all
11 Class Notices that are returned as undelivered on or before the Response Deadline, within seven (7)
12 calendar days of receiving the returned Class Notice. If a new address is obtained after a Class Notice
13 is returned as undeliverable, the Settlement Administrator shall promptly forward the original Class
14 Notice to the updated address via first-class U.S. mail, indicating the date of such re-mailing. A
15 returned Class Notice will be forwarded only once by the Settlement Administrator. Upon
16 completion of these steps by the Settlement Administrator, Defendant shall be deemed to have
17 satisfied its obligation to provide notice of the Settlement to Class Members. Such Class Members
18 shall be bound by all terms of the Joint Stipulation (including the release of Released Claims) and
19 the Court’s order granting final approval of the Settlement and judgment based thereon, unless they
20 validly request exclusion from the Class Settlement.

21 5. Class Members shall have forty-five (45) calendar days from the date the
22 Class Notice is first mailed (*i.e.*, the Response Deadline) to submitting an Opt Out Request,
23 Workweeks Dispute, or Objection to the Class Settlement. Unless a Class Member validly opts out
24 of the Class Settlement, the Class Member will be deemed a Settlement Class Member and will be
25 bound by all terms of the Settlement Agreement (including the release of Released Claims) and the
26 Court’s order granting final approval of the Settlement and judgment based thereon. Class Members
27 shall not be permitted to opt out of the PAGA Settlement.

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1 D. **Procedure to Opt Out of Class Settlement.**

2 1. Class Members who wish to exclude themselves from the Class Settlement
3 must submit a timely and valid Opt Out Request (as directed by the Class Notice) to the Settlement
4 Administrator. The Opt Out Request must: (a) contain the full name, address, telephone number,
5 last four (4) digits of the Social Security Number, and signature of the Class Member requesting
6 exclusion; (b) contain a clear statement indicating that the Class Member wishes to exclude himself
7 or herself from the Class Settlement which references the Action by name and/or case number; and
8 (c) be mailed to the Settlement Administrator, postmarked no later than the Response Deadline. The
9 date of the postmark on the Opt Out Request to the Settlement Administrator shall be the exclusive
10 means used to determine whether a Class Member has timely submitted his or her Opt Out Request
11 to the Settlement Administrator. Any Class Member who properly opts out of the Class Settlement
12 using this procedure will not be a member of the Settlement Class, will be barred from participating
13 in this Class Settlement, will lack standing to object to the Class Settlement, and will receive no
14 benefit from the Class Settlement. Class Members shall not be permitted to opt out of the PAGA
15 Settlement.

16 2. Class Members who do not submit a timely and valid Opt Out Request (i.e.,
17 Settlement Class Members) shall be bound by all terms of the Settlement and the order granting final
18 approval of the Settlement and judgment based thereon. Any Class Member who submits a timely
19 and valid Opt Out Request will not be a Settlement Class Member, will not be entitled to recovery
20 under the Class Settlement, and will not be bound by the Class Settlement or the order granting final
21 approval of the Settlement and judgment based thereon; however, if the Class Member worked
22 during the PAGA Period, he or she will remain a PAGA Group Member, will receive an Individual
23 PAGA Payment, and will be bound by the PAGA Settlement. A Class Member who opts out of the
24 Class Settlement does not have the right to object, appeal, or comment on the Settlement.

25 3. The Settlement Administrator shall provide Defendant's Counsel and Class
26 Counsel with weekly updates about Class Members who submit Opt Out Requests.

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1 E. **Procedure to Object to Class Settlement.**

2 1. Any Settlement Class Member who seeks to object to the Class Settlement
3 may do so by mailing a timely and valid Objection to the Settlement Administrator. The Objection
4 must: (a) contain the objecting Settlement Class Member's full name, address, telephone number,
5 last four digits of his or her Social Security number, and signature; (b) contain the words "Notice of
6 Objection" or "Formal Objection"; (c) contain the case name and number of the Action; (d) contain
7 a clear and concise statement, including factual and legal arguments, explaining his or her
8 objection(s) to the Class Settlement; (e) contain a statement indicating whether or not the Settlement
9 Class Member is represented by counsel and identifying any such legal counsel; (f) contain a
10 statement indicating whether the Settlement Class Member intends to appear at the Final Approval
11 Hearing to present his or her objection(s); (g) list any witnesses the objecting Settlement Class
12 Member may call to testify at the Final Approval Hearing; and (h) be mailed to the Settlement
13 Administrator, postmarked no later than the Response Deadline. The date of the postmark on the
14 Objection to the Settlement Administrator shall be the exclusive means used to determine whether a
15 Settlement Class Member has timely submitted his or her Objection to the Settlement Administrator.
16 Within three (3) business days of receiving any objection to the Class Settlement, the Settlement
17 Administrator shall provide copies of such Objections to Class Counsel and Defendant's Counsel.
18 The Settlement Administrator shall also attach copies of such Objections to its declaration that is
19 filed with the Court in advance of the Final Approval Hearing. Class Members shall not be permitted
20 to object to the PAGA Settlement.

21 2. Plaintiffs and/or Defendant may file a response to any Objection(s) no later
22 than five (5) court days before the Final Approval Hearing.

23 F. **Workweeks Disputes.** A Class Member may dispute the accuracy of the Workweeks
24 credited to him or her by submitting a timely and valid Workweeks Dispute to the Settlement
25 Administrator in conformity with the instructions in the Class Notice and as set forth herein. Any
26 such Workweeks Dispute must: (a) contain the Class Member's full name, address, telephone
27 number, last four digits of his or her Social Security number, and signature; (b) contain the case name
28 and number of the Action; (c) contain a clear statement explaining that he or she disputes the number

1 of Workweeks credited to him or her and what he or she contends is the correct number of
2 Workweeks that should be credited to him or her; (d) include any documentation that he or she has
3 to support the dispute; and (e) be mailed to the Settlement Administrator, postmarked on or before
4 the Response Deadline. The Settlement Administrator shall provide copies of all Workweek Disputes
5 to Class Counsel and Defendant's Counsel within three (3) business days of receipt and shall
6 immediately attempt to resolve all such disputes with the assistance of Defendant's Counsel and
7 Class Counsel. In the event of a dispute, Defendant's records regarding the number of Workweeks
8 of the Class Member shall be presumed to be correct and the Class Member will bear the burden of
9 proof (*i.e.* a Class Member who fails to provide written proof will have his or her challenge denied).
10 The Settlement Administrator shall investigate the challenge, requesting information from Defendant
11 as necessary and make the final determination of whether any additional amount is owed. All
12 Workweek Disputes will be resolved and decided by the Settlement Administrator and the Settlement
13 Administrator's decision on all Workweeks Disputes will be final and non-appealable.

14 G. **Final Approval.**

15 1. At the Final Approval Hearing, Class Counsel will move the Court for an order
16 granting final approval of the Settlement and entry of judgment in accordance with the California Rule
17 of Court 3.769(h). Class Counsel will seek approval of the Settlement as being fair, reasonable, and
18 adequate to the Class Members. Class Counsel and Defendant's Counsel will submit to the Court such
19 pleading and/or evidence as required for the Court's determination. Class Counsel will also submit a
20 fee and cost application to be determined at the Final Approval Hearing.

21 2. The Final Approval Order and Judgment will, among other things: (a) find
22 that the dissemination of the Class Notice in the form and manner ordered by the Court was
23 accomplished as directed, met the requirements of due process, was the best notice practicable under
24 the circumstances, and constituted due and sufficient notice to all persons entitled thereto; (b) find
25 that the Class Representatives and Class Counsel herein have fairly and adequately represented and
26 protected the interests of the Class at all times in the Action; (c) grant Final Approval to the
27 Settlement as fair, reasonable, adequate, in good faith, and in the best interests of the Class as a
28 whole, and order the Parties to carry out the provisions of this Settlement Agreement; (d) certify the

1 Settlement Class; (e) direct the Parties to implement the terms of the Settlement Agreement,
2 including, without limitation, the provisions regarding payments under the Settlement; (f) enter
3 judgment, adjudging that the Settlement Class Members are conclusively deemed to have released
4 the Released Parties from the Released Claims and that Class Members are conclusively deemed to
5 have released the Released Parties from the Released Claims arising under PAGA and that the *res*
6 *judicata* effect shall take place with respect to the release; (g) award Attorneys' Fees and Litigation
7 Costs to Class Counsel and an Incentive Payments to Class Representatives in accordance with this
8 Joint Stipulation; and (h) reserving continuing jurisdiction as provided herein.

9 3. After entry of the Final Approval Order and Judgment, the Court shall have
10 continuing and exclusive jurisdiction over the Action for purposes of: (i) administration and
11 consummation of the terms of this Settlement Agreement; (ii) enforcing, constructing, and
12 interpreting this Settlement Agreement; (iii) addressing such post-judgment matters as may be
13 appropriate under Court rules or applicable law; and (iv) enforcing, constructing, and interpreting
14 the Final Approval Order and Judgment, including, but not limited to, the provisions therein
15 enjoining any further litigation of Released Claims, and over Plaintiffs and all Settlement Class
16 Members (and their attorneys and law firms) in connection therewith.

17 **V. SETTLEMENT TERMS**

18 A. **Gross Settlement Amount.** To settle the Action and the Released Claims under the
19 terms of this Settlement Agreement, Defendant will pay the maximum amount of \$5,000,000 (*i.e.*,
20 the Gross Settlement Amount) as set forth above. Defendant will not be required to contribute
21 additional sums to fund the Settlement or otherwise resolve this Action and the Released Claims.
22 Notwithstanding the terms set forth in Section V.C, Defendant will not be required to pay any amount
23 exceeding the Gross Settlement Amount subject to Section VI.C. However, Defendant will pay
24 employer's share of taxes separately and in addition to the Gross Settlement Amount. The Gross
25 Settlement Amount is non-reversionary and distribution will be on a non-claims-made (*i.e.*, on an
26 auto-pay) basis. Defendant will pay the Gross Settlement Amount within thirty (30) calendar days
27 of the Effective Date.

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1 B. **Establishment of Settlement Fund.** Within fifteen (15) calendar days of the
2 Effective Date, the Settlement Administrator will establish a Settlement Fund Account in a non-
3 interest bearing transaction account at a FDIC-insured institution.

4 C. **Allocation of Settlement Proceeds.**

5 The Gross Settlement Amount is inclusive of and will be allocated as follows:

6 1. Class Counsel's attorneys' fees, as approved by the Court, in an amount not
7 to exceed 35% of the Gross Settlement Amount, or \$1,750,000, to Class Counsel ("Attorneys'
8 Fees"). \$10,000 from the Court-approved Attorneys' Fees to Class Counsel will be shared with the
9 Melmed Law Group P.C. The fees shall be detailed in Class Counsel's application for Attorneys'
10 Fees and Litigation Costs in this Action, to be heard at the time of Final Approval;

11 2. Reimbursement of Class Counsel's litigation costs and expenses, as approved
12 by the Court, in an amount not to exceed \$60,000 ("Litigation Costs"). The costs shall be detailed in
13 Class Counsel's application for Attorneys' Fees and Litigation Costs in this Action, to be heard at
14 the time of Final Approval;

15 3. Payment to Class Representatives, as approved by the Court, for their services
16 on behalf of the Class, in an amount not to exceed \$10,000 each, for a total of \$20,000 ("Incentive
17 Payment");

18 4. In consideration of claims made under PAGA, Class Counsel will request that
19 the Court approve allocation of Three-Hundred and Fifty Thousand Dollars (\$350,000) of the Gross
20 Settlement Amount to these claims. Seventy-five percent (75%) of this payment, or 262,500, will be
21 paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-
22 five percent (25%), or \$87,500, will be paid to PAGA Group Members on *pro rata* basis.
23 Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the
24 Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to the PAGA
25 Settlement Amount, will not invalidate this Agreement.

26 5. The Settlement Administration Costs, as approved by the Court, in an amount
27 estimated not to exceed \$25,000; and

28 6. The Net Settlement Amount, which is available for distribution to Settlement

1 Class Members, after deducting the amounts stated in subparagraph 1-5 of this Section.

2 D. **Distribution of Settlement Proceeds.**

3 1. The Settlement Administrator shall keep Defendant's Counsel and Class
4 Counsel apprised of all distributions from the Settlement Fund Account. No person shall have any
5 claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement
6 Administrator based on distributions and payments made in accordance with this Settlement
7 Agreement.

8 2. Within forty-five (45) calendar days after the Effective Date, the Settlement
9 Administrator shall pay all Individual Settlement Payments to Settlement Class Members and PAGA
10 Group Members, Attorneys' Fees and Litigation Costs to Class Counsel, Incentive Payments to Class
11 Representatives, LWDA Payment to the LWDA, and Settlement Administration Costs to itself, all
12 as awarded by the Court at the Final Approval Hearing.

13 3. The Settlement Administrator will be responsible for calculating each
14 Settlement Class Member's gross share of the Net Settlement Amount (i.e., Individual Settlement
15 Share), as follows: the Net Settlement Amount will be divided by the total number of Workweeks
16 worked by all of the Settlement Class Members during the Class Period to yield a "Class Weekly
17 Rate." Each Settlement Class Member's respective number of Workweeks during the Class Period
18 will be multiplied by the Class Weekly Rate, to yield his or her respective Individual Settlement
19 Share. Each Individual Settlement Share shall be allocated thirty percent (30%) to wages (to be
20 reported on IRS Form W-2), and seventy percent (70%) allocated to penalties and interest (to be
21 reported on IRS Form 1099, if applicable). Each Individual Settlement Share will be subject to
22 reduction for the employee's withholdings with respect to the wages portion of each Individual
23 Settlement Share. Employer's share of taxes with respect to the wages portion of each Individual
24 Settlement Share shall be remitted by Defendant to the Settlement Administrator separately and in
25 addition to the Gross Settlement Amount.

26 4. The Settlement Administrator will be responsible for calculating each PAGA
27 Group Member's *pro rata* share of the 25% of the PAGA Settlement Amount (i.e., Individual PAGA
28 Share), as follows: the 25% of the PAGA Settlement Amount will be divided by the total number of

1 Workweeks worked by all of the PAGA Group Members during the PAGA Period to yield a “PAGA
2 Weekly Rate.” Each PAGA Group Member’s respective number of Workweeks during the PAGA
3 Period will be multiplied by the PAGA Weekly Rate, to yield his or her respective Individual PAGA
4 Share. Individual PAGA Payments will be allocated as one hundred percent (100%) penalties (to be
5 reported on IRS Form 1099).

6 5. The Settlement Administrator’s determination of eligibility for, and the
7 amounts of, any settlement payments under this Settlement Agreement shall be conclusive, final, and
8 binding on all parties, including all Class Members.

9 6. The net payment of each Settlement Class Member’s Individual Settlement
10 Share (after reduction for the employee’s share of payroll taxes, contributions, and withholdings on
11 the wage portion) and/or PAGA Group Member’s Individual PAGA Share (if applicable) is referred
12 to as his or her “Individual Settlement Payment.” The Settlement Administrator shall distribute the
13 Individual Settlement Payments by way of a single check that combines both payments (if
14 applicable). Each Individual Settlement Payment check will remain valid and negotiable for one
15 hundred eighty (180) calendar days from the date of their issuance after which it will become stale
16 (“Check Stale Date”) and shall automatically be cancelled if not cashed or deposited by the
17 Settlement Class Member or PAGA Group Member within that time. Any funds remaining in the
18 Settlement Fund Account as a result of Settlement Class Members’ or PAGA Group Members’
19 failure to cash or deposit their checks by the Check Stale Date, shall be transmitted in the names and
20 respective amounts of the checks that are cancelled, to the Controller of the State of California to be
21 held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for the
22 benefit of those Settlement Class Members or PAGA Group Members whose checks were cancelled,
23 until such time that they claim their property. Defendant will not be required to pay any interest on
24 said amount. The Parties agree that this disposition results in no “unpaid residue” under California
25 Code of Civil Procedure section 384, as the entire Net Settlement Amount will be paid out to
26 Settlement Class Members and the entire 25% share of the PAGA Settlement Amount will be paid
27 out to PAGA Group Members, whether or not they cash or deposit their Individual Settlement
28 Payment checks.

1 7. The Settlement Administrator shall prepare any and all reports and/or
2 declarations regarding the distribution of funds under the Settlement, as ordered by the Court. The
3 Settlement Administrator shall also undertake amended and/or supplemental tax filings and
4 reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the
5 cancellation of any settlement checks. To the extent that the Settlement Administrator is able to
6 obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for
7 the employer's and employee's share of payroll taxes, contributions, and withholding associated with
8 cancelled Individual Settlement Payments, these amounts shall be transmitted to the non-profit
9 organization identified in this Paragraph, along with the funds associated with cancelled settlement
10 checks.

11 8. Notwithstanding the above, within fourteen (14) calendar days after the
12 disbursement of all funds as set forth in section V.D.2, the Settlement Administrator will serve on
13 the Parties a declaration providing a final report on the disbursements of all funds.

14 9. Plaintiffs, PAGA Group Members, and Settlement Class Members will be
15 solely responsible for the reporting and payment of any state, local, and/or federal income tax, if any,
16 on the amounts paid to them under the Settlement. If it is determined that any taxes are due in
17 connection with any amount paid under the Settlement, Plaintiffs PAGA Group Members, and
18 Settlement Class Members will be solely responsible for all liability for taxes and any costs, fees,
19 interest, assessments, penalties, damages, or other losses due to such a determination. No payments
20 made under this Settlement Agreement will have an effect on any employee pension benefit plan or
21 employee welfare benefit plan sponsored by Defendant.

22 E. **Class Counsel's Attorney's Fees.** Defendant will not oppose Class Counsel's
23 application for Attorneys' Fees of up to 35% (\$1,7500,000) of the Gross Settlement Amount.
24 Defendant will not be obligated to pay any attorney's fees of Class Counsel, Plaintiffs, or Class
25 Members above this amount. Class Counsel's fee application must be submitted with supporting
26 documentation and heard at the time of the Final Approval Hearing. No part of the Gross Settlement
27 Amount will be used to pay any attorney's fees of Class Counsel, Plaintiffs, or Class Members above
28 this amount. Attorneys' Fees to Class Counsel are subject to court approval. The Settlement

1 Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee
2 deferral vehicles for Class Counsel.

3 F. **Class Counsel's Litigation Costs.** Defendant will not oppose Class Counsel's
4 application for Litigation Costs of up to \$60,000. Defendant will not be obligated to pay any costs
5 of Class Counsel, Plaintiffs, or Class Members above this amount. No part of the Gross Settlement
6 Amount will be used to pay any costs of Class Counsel, Plaintiffs, or Class Members above this
7 amount. Class Counsel's request for Litigation Costs must be submitted with its Attorneys' Fee
8 application and with supporting documentation, and heard at the time of the Final Approval Hearing.
9 Litigation Costs to Class Counsel are subject to approval by the Court.

10 G. **Incentive Payments to Plaintiffs.** In exchange for a general release of all claims, and
11 in recognition of her effort and work in prosecuting the Action on behalf of the Class Members and
12 negotiating the Settlement, Defendant will not oppose Plaintiffs' application for an Incentive
13 Payments to Plaintiffs of up to \$10,000 each (for a total of \$20,000). This Incentive Payments are
14 subject to approval by the Court. Defendant will not be obligated to pay any incentive payment above
15 this amount. This Incentive Payments shall be considered miscellaneous income, and the Settlement
16 Administrator will be responsible for issuing a Form 1099, and any other tax forms, to Plaintiffs
17 relating to their Incentive Payment. No part of the Gross Settlement Amount will be used to pay any
18 Incentive Payment above this amount.

19 H. **Settlement Administration Costs.** The Parties agree the Settlement Administration
20 Costs shall be deducted from the Gross Settlement Amount, subject to approval by the Court.
21 Settlement Administration Costs are estimated not to exceed \$25,000.

22 I. **Tax Treatment.**

23 1. Plaintiffs, PAGA Group Members, and Settlement Class Members shall be
24 exclusively liable for any and all of their respective tax liability, if any. Plaintiffs, PAGA Group
25 Members, and Settlement Class Members should consult with their tax advisors concerning the tax
26 consequences of the payments they receive under the Settlement Agreement. Each PAGA Group
27 Member and Settlement Class Member will be responsible for paying all applicable state, local, and
28 federal income taxes on all amounts they receive pursuant to this Settlement Agreement. Plaintiffs,

1 PAGA Group Members, and Settlement Class Members shall cooperate with Defendant and provide
2 documentation as requested to demonstrate such payment should any taxing authority challenge the
3 tax treatment of any such payment made under the Settlement.

4 2. Each Party to this Settlement Agreement acknowledges and agrees that:

5 a. No provision of this Settlement Agreement and no written
6 communication or disclosure between or among the Parties or their attorneys and other advisers, is
7 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
8 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
9 (31 CFR Part 10, as amended);

10 b. He, she, or it: (a) has relied exclusively upon his, her, or its own,
11 independent legal and tax advisers for advice (including tax advice) in connection with this
12 Settlement Agreement; (b) has not entered into this Settlement Agreement based upon the
13 recommendation of any other Party or any attorney or advisor to any other Party; and (c) is not
14 entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party
15 to avoid any tax penalty that may be imposed on him or her; and

16 c. No attorney or adviser to any other Party has imposed any limitation
17 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
18 whether such limitation is legally binding) upon disclosure by him or her of the tax treatment or tax
19 structure of any transaction, including any transaction contemplated by this Settlement Agreement.

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

(2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

J. **Release of Claims by Plaintiffs and Settlement Class Members.**

1. Upon the Effective Date, Plaintiffs, and all Class Members who do not submit a timely and valid opt Out Request (i.e., Settlement Class Members) will be deemed to have fully released and discharged the Released Parties of and from all of the Released Claims that do not arise under PAGA and that all PAGA Group Members will be deemed to have fully released and discharged the Released Parties of and from all of the Released Claims that do arise under PAGA.

2. **Release by Plaintiffs.** Upon the Effective Date, in addition to the claims being released by all Settlement Class Members, Plaintiffs release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Settlement Agreement ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all of the Released Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and

1 benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under
2 federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not
3 limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with
4 Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and
5 Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the
6 release of claims not permitted by law.

7 Plaintiffs' Released Claims include all claims, whether known or unknown. Even if Plaintiffs
8 discover facts in addition to or different from those that they now know or believe to be true with respect to
9 the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. To
10 effect a full and complete general release as described above, Plaintiffs expressly waive any and all rights and
11 benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar
12 provisions of applicable law which are as follows:

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

18 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
19 release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Settlement is
20 intended to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist
21 in Plaintiffs' favor at the time of signing this Settlement, and that this Settlement contemplates the
22 extinguishment of any such claims. Plaintiffs warrant that Plaintiffs have read this Settlement,
23 including this waiver of California Civil Code section 1542, and that Plaintiffs have consulted with or
24 had the opportunity to consult with counsel of Plaintiffs' choosing about this Settlement and
25 specifically about the waiver of section 1542, and that Plaintiffs understand this Settlement and the
26 section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Settlement. Plaintiffs further
27 acknowledge that Plaintiffs later may discover facts different from or in addition to those Plaintiffs
28 now know or believe to be true regarding the matters released or described in this Settlement, and even

1 so Plaintiffs agree that the releases and agreements contained in this Settlement shall remain effective
2 in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs
3 expressly assume any and all risk of any mistake in connection with the true facts involved in the
4 matters, disputes, or controversies released or described in this Settlement or with regard to any facts
5 now unknown to Plaintiffs relating thereto.

6 **VI. NULLIFICATION OF THE JOINT STIPULATION**

7 A. This Joint Stipulation will be null and void, if: (a) the Court unconditionally refuses to
8 grant approval of this Joint Stipulation; (b) the Court refuses to enter a judgment in the Action; (c) the
9 judgment is reversed, modified, or declared or rendered void; and/or (d) if any material portion of this
10 Joint Stipulation is invalidated, unless the Parties subsequently agree in writing that the remaining
11 provisions of the Joint Stipulation are to remain in full force and effect.

12 B. If the number of Class Members who submit timely and valid Opt Out Requests
13 reaches seven percent (7%), Defendant may rescind this Joint Stipulation. If Defendant rescinds, it
14 will be responsible for the Settlement Administration Costs incurred up to the date of rescission. This
15 option to rescind the Settlement must be exercised by way of written notice sent to Class Counsel by
16 certified mail to Edwin Aiwarzian, Esq. at Lawyers *for* Justice, PC, 410 West Arden Avenue, Suite
17 203, Glendale, California 91203 within ten (10) calendar days of receiving notice from the Settlement
18 Administrator that it has received Opt Out Requests from ten percent (10%) or more of the Class
19 Members.

20 C. Defendant has represented there were approximately 260,000 Workweeks at issue for
21 the Class Members as of February 3, 2021. If the actual number of Workweeks exceeds one hundred
22 and fifteen percent (115%) of this estimate, then either the Class Settlement Amount will be increased
23 by the same proportion above one hundred and fifteen percent (115%) or Defendant, at its sole
24 discretion, may elect to cut off the Settlement Class as of the date the Workweeks exceeds 15% of
25 260,000 estimate. For example, if the Workweeks are 20% larger than 260,000 Workweeks,
26 Defendant may choose (1) the Gross Settlement Amount to be paid will increase by 5% based on the
27 Workweek Value determined by the Settlement Administrator; or 2) the Class Period and the
28 Released Claims period will end on the date in which the Released Claims encompasses 299,000

1 Workweeks.

2 D. If this Joint Stipulation is rendered null and void in conformity with this Section, then,
3 neither this Joint Stipulation, nor any of the related negotiations or proceedings, will be of any force
4 or effect, and all Parties will stand in the same position, without prejudice, as if the Joint Stipulation
5 had not been entered or filed.

6 **VII. DUTIES OF THE PARTIES**

7 A. **Mutual Cooperation.** The Parties agree to cooperate to accomplish and implement
8 the terms of this Joint Stipulation. Such cooperation will include, but not be limited to, execution of
9 such other documents and taking such other actions as may reasonably be necessary to fulfill the
10 terms of this Joint Stipulation. The Parties will use their reasonable best efforts, including all efforts
11 contemplated by this Joint Stipulation and any other efforts that may become necessary by court
12 order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon as
13 practicable after execution of this Joint Stipulation, Class Counsel, with the cooperation of Defendant
14 and its counsel, will try to secure Preliminary Approval and Final Approval.

15 B. **Duty to Support and Defend the Settlement.** The Parties agree the settlement is fair
16 and reasonable and will so represent to the Court. In addition, the mediator (David A. Rotman) may
17 execute a declaration supporting the settlement, and the Court may contact the mediator to discuss
18 the settlement and whether or not it is fair and reasonable. The Parties agree to abide by all terms of
19 the Joint Stipulation in good faith and to support the Joint Stipulation fully, and to use their best
20 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.
21 Plaintiffs agree to take all steps necessary to implement and effectuate the Settlement.

22 **VIII. MISCELLANEOUS PROVISIONS**

23 A. **No Comments to Press or Media.** If contacted by the media or members of the press,
24 the Parties, Defendant's Counsel, and Class Counsel will merely inform them that the case has been
25 resolved, and refer them to the public filings. The terms of the Settlement shall remain confidential
26 until the Parties submit the motion for preliminary approval to the Court. Notwithstanding the
27 foregoing, nothing in this Settlement Agreement shall restrict Class Counsel from disclosing and
28 including all publicly available information regarding this case and the settlement in any documents

1 filed with any court and/or judicial submissions (e.g., CV's, declarations regarding adequacy or
2 experience, etc.). Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures
3 required to be made to the LWDA in conformity with PAGA.

4 B. **No Admission of Liability.**

5 1. This Joint Stipulation is not an admission of liability by Defendant or any of
6 the Released Parties. Defendant and the Released Parties deny that they have engaged in any
7 unlawful activity, have failed to comply with the law in any respect, have any liability to anyone
8 under the claims asserted in the Action, or that, but for the Settlement, a class could be certified in
9 the Action. This Settlement Agreement is entered into solely for the purpose of compromising highly
10 disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an
11 admission by Defendant or the Released Parties of liability or wrongdoing, or an admission by
12 Plaintiffs that any of their claims were non-meritorious or any defenses to his claims were
13 meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the
14 Action will have no bearing on, and will not be admissible in connection with, any litigation (other
15 than solely in connection with the Settlement).

16 2. The Parties have agreed to class certification for the sole purpose of
17 effectuating this Settlement. Should the Settlement not be approved by the Court, or should the
18 Judgment regarding the Settlement not become final, the fact that the Parties were willing to stipulate
19 to class certification as part of the Settlement will have no bearing on, and will not be admissible in
20 connection with, the issue of whether a class should be certified in a non-settlement context in the
21 Action, or any other action, and in any of those events Defendant and the Released Parties expressly
22 reserve the right to oppose class certification.

23 3. Whether or not the Settlement set forth in this Settlement Agreement becomes
24 final, neither the Settlement, this Settlement Agreement, any document, statement, proceeding, or
25 conduct related to the Settlement or the Settlement Agreement, nor any reports or accounting of those
26 matters, will be offered as evidence for any purpose adverse to Defendant or any of the Released
27 Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission
28 by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage;

1 or (ii) disclosed, referred to, or offered in evidence against any of the Released Parties, in any further
2 proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except
3 for purposes of effectuating the Settlement pursuant to this Settlement Agreement.

4 4. This Section and all other provisions of this Settlement Agreement
5 notwithstanding, any and all provisions of this Settlement Agreement, may be admitted in evidence
6 and otherwise used in any and all proceedings to enforce any or all terms of this Settlement
7 Agreement or in defense of any claims released or barred by this Settlement Agreement.

8 C. **No Impact on Benefit Plans.** It is expressly understood and agreed that the receipt
9 of any payment under the Settlement will not entitle Plaintiffs, PAGA Group Members, or any
10 Settlement Class Member to additional compensation or benefits under any company bonus,
11 contract, incentive plan, contest, or other compensation or benefit plan or agreement in place during
12 the Class Period, nor will it entitle any Settlement Class Member to any increased retirement, 401(k)
13 or matching benefits, or deferred compensation benefits. It is also expressly understood and agreed
14 that any payments made to Plaintiffs, PAGA Group Members, and Settlement Class Members under
15 the terms of this Settlement Agreement do not represent any modification of previously credited
16 length of service or other eligibility criteria under any bonus plan, incentive plan, contract, employee
17 pension benefit plan, or employee welfare plan sponsored by any of the Released Parties or to which
18 any of the Released Parties are required to make contributions. All payments under the Settlement
19 shall be deemed to be paid to Plaintiffs, PAGA Group Members, and Settlement Class Members
20 solely in the year in which such payments actually are received by them. Further, any payments made
21 under this Settlement Agreement shall not be considered compensation in any year for purposes of
22 determining eligibility for, or benefit accrual within, any employee pension benefit plan or employee
23 welfare benefit plan sponsored by any of the Released Parties or to which any of the Released Parties
24 are required to make contributions. It is the Parties' intent that the Individual Settlement Payments
25 provided for in this Settlement Agreement are the sole payments to be made by Defendant to the
26 Settlement Class Members and PAGA Group Members, and that neither the Settlement Class
27 Members nor the PAGA Group Members are entitled to any new or additional compensation or
28 benefits as a result of having received the Individual Settlement Shares (notwithstanding any contrary

1 language or agreement in any benefit or compensation plan document that might have been in effect
2 during the Class Period) and/or Individual PAGA Shares.

3 D. **Construction.** The Parties agree this Joint Stipulation resulted from lengthy,
4 intensive, arm's-length negotiations, and it is not to be construed for or against any Party for any
5 reason.

6 E. **Choice of Law.** This Joint Stipulation is intended to and will be governed by the laws
7 of California, without regard to conflicts of law principles.

8 F. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings
9 in the Action (including with respect to California Code of Civil Procedure section 583.310),
10 except such proceedings necessary to implement and complete the Settlement Agreement, pending
11 the Final Approval Hearing to be conducted by the Court.

12 G. **Continuing Jurisdiction.** Even after entry of judgment in the Action based on the
13 Settlement, the Court will retain continuing jurisdiction to enforce the Settlement pursuant to
14 California Rules of Court 3.769 and California Code of Civil Procedure section 664.6.

15 H. **Captions and Interpretations.** Section headings, paragraph headings, titles, or
16 captions contained herein are inserted as a matter of convenience and for reference only, and in no
17 way define, limit, extend, or describe the scope of this Joint Stipulation or any provision thereof.

18 I. **Modification.** This Joint Stipulation may not be changed, altered, or modified, except
19 in writing signed by counsel for the Parties and approved by the Court.

20 J. **Integration Clause.** All prior or contemporaneous agreements, understandings,
21 representations, and statements, whether oral or written, between the Parties are merged herein. No
22 rights under this Joint Stipulation may be waived except in writing.

23 K. **No Inducements.** Plaintiffs and Defendant acknowledge that they are entering into
24 this Settlement Agreement as a free and voluntary act without duress or undue pressure or influence
25 of any kind or nature whatsoever, and that neither Plaintiffs nor Defendant have relied on any
26 promises, representations, or warranties regarding the subject matter hereof other than as set forth in
27 this Settlement Agreement.

28 ///

1 L. **Successors and Assigns.** This Joint Stipulation will be binding upon and inure to the
2 benefit of the Parties and their respective heirs, trustees, executors, administrators, predecessors,
3 successors, affiliates, agents, and assigns.

4 M. **Class Counsel Signatories.** Because the Class Members are so numerous, the Parties
5 agree it is impossible or impractical to have each Class Member sign this Joint Stipulation. This Joint
6 Stipulation may be executed on behalf of the Class by Class Counsel and Plaintiffs.

7 N. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and
8 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
9 action required or permitted to be taken by such Parties under this Settlement Agreement to effectuate
10 its terms, and to execute any other documents required to effectuate the terms of this Settlement
11 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to
12 affect the implementation of the Settlement. In the event the Parties are unable to reach agreement
13 on the form or content of any document needed to implement this Settlement Agreement, or on any
14 supplemental provisions that may become necessary to effectuate the terms of this Settlement
15 Agreement, the Parties will seek the assistance of the Court, and in all cases all such documents,
16 supplemental provisions and assistance of the Court will be consistent with this Settlement
17 Agreement.

18 O. **Dates.** If any of the dates in the Joint Stipulation fall on a weekend, bank holiday, or
19 court holiday, the time to act shall be extended to the next business day.

20 P. **Execution in Counterparts.** This Joint Stipulation will become effective upon its
21 execution by all of the undersigned. The Parties may execute this Joint Stipulation in counterparts,
22 and execution of counterparts will have the same force and effect as had all Parties signed the same
23 instrument. Facsimile or pdf copies of any such signed counterparts may be used in lieu of the
24 original for any purpose. Pursuant to California Civil Code section 1633.7, the Parties agree they
25 may use DocuSign or similar electronic signature technology to expedite the execution of this
26 Settlement Agreement.

27 **IT IS SO AGREED.**

28 *[Signatures on the next page]*

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3 DATED: 08/23/2021, 2021

By: 
CELINA ACUNA

4
5 DATED: _____, 2021

By: _____
IAN PFEIFLE

8 BASS PRO OUTDOOR WORLD, LLC

9
10 DATED: _____, 2021

By: _____
Name: _____
Title: _____

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13 **APPROVED AS TO FORM:**

14 **LAWYERS *for* JUSTICE, P.C.**

15
16 DATED: August 23, 2021

By: 
Edwin Aiwazian
Attorneys for Plaintiff

18 **JACKSON LEWIS, P.C.**

19
20 DATED: _____, 2021

By: _____
Adam Y. Siegel
Chad D. Bernard
Jade M. Brewster
Attorneys for Defendant

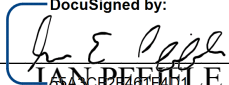
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DATED: _____, 2021

By: _____
CELINA ACUNA

DATED: 8/30/2021, 2021

DocuSigned by:
By:  _____
IAN PEEBLE

BASS PRO OUTDOOR WORLD, LLC

DATED: _____, 2021

By: _____

Name: _____
Title: _____

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, P.C.

DATED: _____, 2021

By: _____
Edwin Aiwazian
Attorneys for Plaintiff

JACKSON LEWIS, P.C.

DATED: _____, 2021

By: _____
Adam Y. Siegel
Chad D. Bernard
Jade M. Brewster
Attorneys for Defendant

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DATED: _____, 2021

By: _____
CELINA ACUNA

DATED: _____, 2021

By: _____
IAN PFEILE

BASS PRO OUTDOOR WORLD, LLC

DATED: August 31, 2021

By:  _____
Name: Kevin Maliszewski
Title: CFO SR

APPROVED AS TO FORM:

LAWYERS for JUSTICE, P.C.

DATED: _____, 2021

By: _____
Edwin Aiwarzian
Attorneys for Plaintiff

JACKSON LEWIS, P.C.

DATED: September 1, 2021

By:  _____
Adam Y. Siegel
Chad D. Bernard
Jade M. Brewster
Attorneys for Defendant

4821-0095-7405, v. 1

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Acuna, et al. v. Bass Pro Outdoor World, LLC
Superior Court of California for the County of San Bernardino, Case No. CIVDS1811384

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Celina Acuna and Ian Pfeifle (together, "Plaintiffs") and Defendant Bass Pro Outdoor World, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Acuna, et al. v. Bass Pro Outdoor World, LLC*, San Bernardino County Superior Court, Case No. CIVDS1811384 ("Action" or "Lawsuit"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees employed by Defendant at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from May 9, 2014 through [date of Preliminary Approval].

"Class Settlement" means the settlement and release of the Released Claims that do not arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

"PAGA Group Members" means Plaintiffs and all Class Members employed by Defendant at any time during the PAGA Period.

"PAGA Period" means the time period from May 9, 2017 through [date of Preliminary Approval].

"PAGA Settlement" means the settlement and release of the Released Claims that do arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

II. BACKGROUND OF THE LAWSUIT

On May 9, 2018, Plaintiff Celina Acuna commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVDS1811384. On March 1, 2021, Plaintiff Celina Acuna provided written notice by certified mail ("PAGA Letters") to the California Labor and Workforce Development Agency ("LWDA") of their intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims. On June 3, 2021, Plaintiff Acuna filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* (PAGA) (the "Operative Complaint"), also adding Plaintiff Ian Pfeifle (together "Plaintiffs"). Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses,

and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Celina Acuna and Ian Pfeifle as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will only receive an Individual Settlement Payment of your Individual PAGA Share), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Group Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is five million dollars (\$5,000,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$1,750,000.00) and Litigation Costs in an amount not to exceed sixty thousand dollars (\$60,000.00) to Class Counsel; (2) Incentive Payments in an amount not to exceed ten thousand dollars (\$10,000.00) each to Plaintiffs for their services in the Action (for a total of \$20,000.00); (3) PAGA Settlement Amount in the amount of three hundred fifty thousand dollars (\$350,000.00) allocated toward penalties under PAGA, of which 75% (i.e., \$262,500.00), will be paid to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$87,500.00), will be distributed to PAGA Group Members; and (4) Settlement Administration Costs in an amount not to exceed twenty-five thousand dollars (\$25,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee during the Class Period ("Workweeks"), which will be calculated by the Settlement Administrator by calculating the number of days between each Class Member's start and end dates of employment during the Class Period, divided by seven (7).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Class Weekly Rate,” and multiplied each Class Member’s individual Workweeks by the Class Weekly Rate to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Opt Out Request (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

PAGA Group Members eligible to receive payment under the Settlement of their *pro rata* share of the PAGA Settlement Amount (“Individual PAGA Share”) based on the number of Workweeks each PAGA Group Member worked for Defendant during the PAGA Period (“PAGA Workweeks”).

The Settlement Administrator has divided the PAGA Settlement Amount, i.e., 25% of the PAGA Settlement Amount, by the total number of PAGA Workweeks of all PAGA Group Members to yield the “PAGA Weekly Rate,” and multiplied each PAGA Group Member’s individual PAGA Workweeks by the PAGA Weekly Rate to yield his or her Individual PAGA Share (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as thirty percent (30%) wages which will be reported on an IRS Form W2; and seventy percent (70%) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, interest, and non-wage damages.

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks Based on Defendant’s Records

According to Defendant’s records:

From May 9, 2014 to [date of Preliminary Approval], you worked for Defendant as an hourly-paid or non-exempt employee for [] Workweeks.

According to Defendant’s records, you have been credited with [] Workweeks.

From May 9, 2017 to [date of Preliminary Approval], you worked for Defendant as an hourly-paid or non-exempt employee for [] Workweeks.

According to Defendant’s records, you have been credited with [] PAGA Workweeks.

If you wish to dispute the accuracy of the Workweeks credited to you, you must submit a timely and valid written letter (“Workweek Dispute”) to the Settlement Administrator. The Workweek Dispute must: (a) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (b) contain the case name and number of the Action (*Acuna, et al. v. Bass Pro Outdoor World, LLC*, Case No. CIVDS1811384); (c) contain a clear statement explaining that you dispute the number of Workweeks credited to you and what you contend is the correct number of Workweeks that should be credited to you; (d) include any documentation that you have to support the dispute; and (e) be mailed to the Settlement Administrator, postmarked **no later than [the Response Deadline]**, at the following address:

**Phoenix Settlement Administrators
[contact info]**

C. Your Estimated Individual Settlement Share and Individual PAGA Share

As explained above, your estimated Individual Settlement Share and Individual PAGA Share is based on the number of Workweeks and PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The Individual PAGA Share will not undertake any payroll tax deductions or withholdings in connection with the Individual PAGA Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Share may be higher or lower.

D. Settlement Checks

The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payments by way of check to the Settlement Class Members and PAGA Group Members in accordance with the Settlement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the Controller of the State of California. Settlement Class Members whose Individual Settlement Payment checks and PAGA Group Members whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

E. Release of Claims

Upon the Effective Date, Plaintiffs and all Class Members who do not submit a valid and timely Opt Out Request (i.e., Settlement Class Members) will be deemed to have fully released and discharged the Released Parties of and from all Released Claims that do not arise under PAGA and that all PAGA Group Members will be deemed to have fully released and discharged the Released Parties of and from all of the Released Claims that do arise under PAGA.

“Released Claims” means any and all claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorney fees, litigation costs, restitution, or equitable relief, which Plaintiffs and Settlement Class Member had, or may claim to have, against any of the Released Parties, arising during the Class Period, that were pled or that could have been pled based on the factual allegations set forth in the Operative Complaint, including all claims for failure to pay wages (including overtime wages and minimum wages under California Labor Code §§ 510, 1194, 1197, 1197.1 and 1198), failure to provide meal and/or rest periods and associated premium payments under California Labor Code §§ 226.7 512(a), failure to pay wages timely during employment and upon termination and associated claims for waiting time penalties under California Labor Code §§ 203 and 204, failure to provide compliant wage statements under California Labor Code § 226(a), failure to maintain requisite payroll records under California Labor Code § 1174(d), failure to reimburse business expenses under Labor Code §§ 2800 and 2802, claims under California Labor Code § 2699, *et seq.* (“PAGA”) claims based on the California Labor Code sections alleged or could have been alleged in the Operative Complaint based on the factual allegations set for the in the Operative Complaint, and unfair business practices in violation of California Business and Professions Code § 17200 *et seq.*

“Released Parties” means Defendant and all of its officers, directors, shareholders, investors, employees, agents, insurers, parent companies, affiliates, subsidiaries, successors, and assigns.

F. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount

(i.e., an amount of up to \$1,7500,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to sixty thousand dollars (\$60,000.00) (“Litigation Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

G. Incentive Payments to Plaintiffs

Plaintiffs will seek the amount of ten thousand dollars (\$10,000.00) to each of them (“Incentive Payments”), in recognition of their services in connection with the Action (for a total of \$20,000.00). The Incentive Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement, subject to approval by the Court.

H. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed twenty-five thousand dollars (\$25,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt Out Requests, Objection notices, and Workweek Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. PAGA Group Members may not opt out or exclude themselves from the PAGA Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Claims described in Section III.E above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a timely and valid written request (“Opt Out Request”) to the Settlement Administrator.

The Opt Out Request must: (a) contain your full name, address, telephone number, last four (4) digits of your Social Security Number, and signature; (b) contain a clear statement indicating that you wish to exclude yourself from the Class Settlement which references the Action by name and/or case number (*Acuna, et al. v. Bass Pro Outdoor World, LLC*, Case No. CIVDS1811384); and (c) be mailed to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the address listed in Section III.B above.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Opt Out Request will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the release of claims described in Section III.E above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Opt Out Request will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.E above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Group Members will be bound to the PAGA Settlement and will receive their Individual PAGA Share irrespective of whether they submit a Opt Out Request.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Opt Out Request, by submitting a timely and valid written objection (“Objection”) to the Settlement Administrator.

The Objection must: (a) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (b) contain the words “Notice of Objection” or “Formal Objection”; (c) contain the case name and number of the Action (*Acuna, et al. v. Bass Pro Outdoor World, LLC*, Case No. CIVDS1811384); (d) contain a clear and concise statement, including factual and legal arguments, explaining your objection(s) to the Class Settlement; (e) contain a statement indicating whether or not you are represented by counsel and identifying any such legal counsel; (f) contain a statement indicating whether you intend to appear at the Final Approval Hearing to present your objection(s); (g) list any witnesses you may call to testify at the Final Approval Hearing; and (h) be mailed to the Settlement Administrator, at the address listed in Section III.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at the San Bernardino Justice Center, 247 W. 3rd Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Litigation Costs to Class Counsel, Incentive Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Group Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by making an appointment in advance and visiting the civil clerk’s office, located at the San Bernardino Justice Center, 247 W. 3rd Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://cap.sb-court.org/search>.

NOTE: you may access the Court’s covid-19 guidelines at <https://www.sb-court.org/general-information/covid-19-court-operations-during-covid-19-pandemic>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.