

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

**DEC 16 2025**

  
BY: Amaris Morales Eumana, Deputy

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

PARADICE BROOKS, IGNACIO GOMEZ,  
and GAIL ANN GAINES, on behalf of  
themselves, all others similarly situated, and  
on behalf of the general public,

Plaintiffs,

vs.

BIG BANG ENTERPRISES, INC. dba THE  
RETAIL OUTSOURCE; BIG BANG  
ENTERPRISES, INC.; and DOES 1-100,

Defendant.

Case No. CIVSB2135164

[Assigned for all Purposes to the Hon.  
Christian Towns, Dept. S-26]

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

DATE: December 16, 2025  
TIME: 8:30 a.m.  
DEPT: S-26

1 Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement came on  
2 for hearing before this Court on December 16, 2025 at 8:30 a.m., the Honorable <sup>Rafael Arreola</sup> ~~Christian Towns~~,  
3 presiding. Having considered the motion and its supporting papers and for good cause shown,

4 **IT IS HEREBY ORDERED THAT:**

5 1. The Court grants preliminary approval of the proposed class action and PAGA  
6 settlement based upon the terms set forth in the Joint Stipulation of Class Action and PAGA  
7 Settlement ("Settlement Agreement") attached as Exhibit 1 to the Declaration of Reuben D. Nathan  
8 in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA  
9 Settlement.

10 2. The Court adopts all defined terms as set forth in the Settlement Agreement and finds  
11 that the proposed settlement appears to be within the range of reasonableness necessary for  
12 preliminary approval by the Court, but final determination of whether the proposed settlement terms  
13 are fair, adequate and reasonable will be made at the final approval hearing.

14 3. With respect to the Class and for purposes of approving this settlement only, this Court  
15 preliminarily finds that: (a) the members of the Class are ascertainable and so numerous that joinder  
16 of all members is impracticable; (b) there are questions of law and fact common to the Class and there  
17 is a well-defined community of interest among the Class Members with respect to the subject matter  
18 of the litigation; (c) the claims of the Class Representatives and the defenses thereto are typical of the  
19 claims of the Class Members and the defenses thereto; (d) the Class Representatives will fairly and  
20 adequately protected the interests of the Class Members; (e) a class action is superior to other  
21 available methods for an efficient adjudication of this controversy; and (f) counsel of record for the  
22 Class Representatives are qualified to serve as counsel for Plaintiffs in their individual and  
23 representative capacities and for the Class.

24 4. The Court therefore conditionally certifies a Settlement Class defined as follows:

25 All individuals employed in California by Defendant in  
26 hourly, non-exempt positions during the Class Period<sup>1</sup>.

27 \_\_\_\_\_  
28 <sup>1</sup> "Class Period" means July 15, 2016, through August 30, 2025.

1           5.       The Court preliminarily approves Plaintiffs PARADICE BROOKS, IGNACIO  
2 GOMEZ, and GAIL ANN GAINES (“Plaintiffs”) to serve as the Class Representatives. The Court  
3 recognizes that the proposed settlement provides that Plaintiffs may seek a class representative  
4 service award of \$10,000 each, which Defendants do not oppose. The Court preliminarily finds that  
5 some amount up to \$10,000 each for the Plaintiffs may be fair and reasonable, but the finding as to  
6 the actual amount to be awarded will be determined at the final approval hearing.

7           6.       The Court preliminarily approves Nathan & Associates, APC, Mara Law Firm, PC, and  
8 Aegis Law Firm, PC to serve as Class Counsel. The Court recognizes that as part of the proposed settlement,  
9 Defendants have agreed not to oppose Class Counsel’s fee request of up to \$183,315 (33.33% of the  
10 Total Settlement Amount). The Court preliminarily finds that some amount up to \$183,315 in fees  
11 may be fair and reasonable, but the finding as to the actual amounts to be awarded will be determined  
12 at the final approval hearing. The Court also recognizes that as part of the proposed settlement,  
13 Defendants have agreed not to oppose Class Counsel’s cost request of up to \$60,000. The Court  
14 preliminarily finds that some amount up to \$60,000 in costs may be fair and reasonable, but the  
15 finding as to the actual amounts to be awarded will be determined at the final approval hearing.

16           7.       The Court preliminary approves the amount of \$25,000.00 from the Gross Settlement  
17 Amount to be allocated to penalties under the Private Attorneys General Act of 2004. Seventy-five  
18 percent (75%) of that amount, or \$18,750.00, will be paid to the LWDA and twenty-five (25%) of  
19 that amount, or \$6,250, will be allocated on a pro-rata share basis to the aggrieved employees.

20           8.       The Court approves the format and content of the Notice of Class Action Settlement  
21 (the “Class Notice”) attached hereto as **Exhibit 1**. The Court finds that the dissemination of the  
22 Class Notice in the manner set forth in the Settlement Agreement complies with the requirements of  
23 due process and appears to be the best notice practicable under the circumstances.

24           9.       The Court appoints Phoenix Class Administration Solutions (“Phoenix”) to serve as  
25 the Settlement Administrator and preliminarily approves that the settlement administration costs (not  
26 to exceed \$15,000) be paid from the Total Settlement Amount. The Court directs Phoenix to  
27 disseminate the Class Notice in the manner set forth in the Settlement Agreement.

28           10.      The Court orders the following implementation schedule for further proceedings:

|    |                                                                                                                                                                                                                                                                |                                                                                                                |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| a. | Deadline for Defendants to Submit Class List and Data to Settlement Administrator                                                                                                                                                                              | Twenty one (21) calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement. |
| b. | Deadline for Settlement Administrator to Mail the Notice Packet to Class Members                                                                                                                                                                               | Seven (7) calendar days after Defendants provide the Settlement Administrator with the Class List and Data     |
| c. | Deadline for Class Members to Submit a Request for Exclusion, Objections to Settlement, or Workweek Dispute                                                                                                                                                    | Forty-five (45) calendar days after initial mailing of Class Notices to Class Members                          |
| e. | Deadline for Class Counsel to file (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Award of Class Representative Enhancement Award, Claims Administrator's Expenses and Attorneys' Fees and Costs                                  | 15 days Prior to reserved date<br>_____, 2026                                                                  |
| f. | Hearing on: <ul style="list-style-type: none"> <li>• Motion for Final Approval of Class Action Settlement;</li> <li>• Motion for Award of Class Representative Enhancement Award, Settlement Administrator's Expenses and Attorneys' Fees and Costs</li> </ul> | 4-27, 2026<br>at 8:30 a.m. / p.m.                                                                              |

**IT IS SO ORDERED.**

Dated: 12-16-25

  
HONORABLE ~~CHRISTIAN TOWNS~~ <sup>RA</sup>,  
Judge of the Superior Court of California  
**RAFAEL A ARREOLA**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT 1

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT  
AND HEARING DATE FOR FINAL COURT APPROVAL**

*Brooks, et al. v. Big Bang Enterprises, Inc.* San Bernardino County Superior Court  
Case No. CIVSB2135164

**[CLASS MEMBER NAME and ADDRESS]**

Because your employment records show you were employed by Big Bang Enterprises, Inc. ("Defendant") in California in an hourly, non-exempt position during the Class Period, you are eligible to receive money from a class action settlement.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.** The San Bernardino County Superior Court has authorized this notice in the matter of *Paradice Brooks, Ignacio Gomez, and Gail Gaines v. Big Bang Enterprises, Inc.*, San Bernardino County Superior Court Case No. CIVSB2135164 (the "Lawsuit"). This is not a solicitation from a lawyer.

- You are receiving this Notice because Defendant's records show that you were employed by Defendant in California in an hourly, non-exempt position for some period of time during the Class Period. Your estimated net settlement share is **[\$[INSERT ESTIMATED AWARD]]**.
- The parties have negotiated a proposed settlement (the "Settlement") of the Lawsuit in the amount of **\$550,000.00**. The Settlement resolves claims against Defendant in the Lawsuit arising under any legal theory for alleged wage and hour violations during the period from July 15, 2016, through August 30, 2025, as more fully explained in the Release section of this Notice, and for penalties under the Private Attorneys General Act ("PAGA").
- Defendant denies all of the allegations in the Lawsuit and expressly and specifically denies violating any laws.
- Your legal rights may be affected by this Settlement whether you act, or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before **[45 days from date notice is mailed]**.
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.

**Your Legal Rights and Options in this Settlement**

| Your Options | What This Means |
|--------------|-----------------|
|              |                 |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing</b>         | <b>Stay in the Lawsuit. Receive a share in the Settlement amount.</b><br>You will automatically receive your settlement payment and release your claims.                                                                                                                                                                                                                                                                                                          |
| <b>Ask To Be Excluded</b> | <b>Exclude yourself from the Settlement.</b> You will receive no benefits from the Settlement (except for your share of the PAGA award). You will not give up your rights to claims alleged in the Lawsuit. If you ask in writing to be excluded from the Settlement, you will not share in the settlement amount, except for your share of the PAGA award, but you will not give up any rights you may have with respect to the claims at issue in this lawsuit. |
| <b>Object</b>             | <b>Write to the Court about why you don't agree with the Settlement.</b><br>You can tell the Court why you don't like or agree with the Settlement.                                                                                                                                                                                                                                                                                                               |
| <b>Go to a Hearing</b>    | <b>Ask to speak in Court about the fairness of the Settlement.</b> You may attend the Final Approval Hearing and present your views to the Court.                                                                                                                                                                                                                                                                                                                 |

## 1. Why did I get this notice?

Defendant's employment records show that you were employed in the State of California by Defendant as an hourly, non-exempt employee for some period of time between July 15, 2016, and August 30, 2025 (the "Class Period"). Employees who fall within this description are referred to as "Class Members."

The Court directed that you receive this notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court (Phoenix Settlement Administrators) will make the payments that the Settlement provides.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the San Bernardino County Superior Court, and the Lawsuit is known as *Paradice Brooks, Ignacio Gomez, and Gail Gaines v. Big Bang Enterprises, Inc.*, Case No. CIVSB2135164.

## 2. What is the lawsuit about?

The Lawsuit alleges claims for:

- Failure to pay all straight time wages
- Failure to pay all overtime wages
- Failure to timely pay wages
- Failure to provide meal periods

- Failure to authorize and permit rest periods
- Knowing and intentional failure to comply with itemized employee wage statement provisions
- Failure to maintain accurate employment records
- Failure to pay all wages due at the time of termination of employment
- Failure to adopt a compliant sick pay/paid time off policy
- Failure to reimburse/illegal deductions
- Violation of wage theft prevention act
- Violation of unfair competition law
- Violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA")

Defendant expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit. However, Defendant has concluded that any further defense of the Lawsuit would be protracted and expensive for all Parties. Defendant has, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Lawsuit.

### **3. Who are the plaintiffs in the lawsuit?**

Paradise Brooks, Ignacio Gomez, and Gail Gaines are the Plaintiffs and Class Representatives in the Lawsuit.

### **4. Why is there a settlement?**

The Court did not decide in favor of the Class Representatives or Defendant. Instead, both sides agreed to the Settlement with the assistance of a professional mediator, Doug Leach. That way, they can avoid the cost of a trial, and the people affected will get compensation as part of a compromise between the sides. Defendant did not admit any liability but settled the Lawsuit in order to avoid costly, disruptive, and time-consuming litigation. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

### **5. What does the settlement provide?**

Defendant will pay a Gross Settlement Amount of **\$550,000.00** ("Gross Settlement Amount" or "GSA") to cover:

1. Settlement payments to Settlement Class Members
2. The costs of administering the Settlement (estimated not to exceed \$15,000.00)
3. Class Representative Service Awards to the Class Representatives (up to \$10,000.00 each)
4. Payment to the California Labor and Workforce Development Agency ("LWDA") (\$18,750.00)

5. The Class Counsel Award and costs (not to exceed one-third of the GSA, or approximately \$183,333.33, plus costs not believed to exceed \$60,000.00)

The Gross Settlement Amount will be distributed in accordance with the terms of the Settlement Agreement. A description of how to "exclude" yourself is provided below, in Question 12.

**Escalator Clause:** The Settlement includes an escalator provision. If the number of Workweeks during the Class Period exceeds 11,768, Defendant may elect to either end the Class Period on the date the number of Workweeks reached 11,768, or increase the GSA on a pro rata basis.

## 6. How much will my payment be?

Your share of the Settlement will depend on:

- The number of Class Members who participate (i.e., the number of Class Members who do not "exclude" themselves)
- How many workweeks you worked for Defendant in California during the Class Period
- The total number of workweeks worked by all Class Members

**Workweek Definition:** A "Workweek" is defined as any workweek in which you worked at least one shift for Defendant as a non-exempt employee during the Class Period.

### Your Estimated Settlement Payment:

Defendant's records show that you worked [NUMBER] Workweeks for Defendant in California during the Class Period (July 15, 2016, through August 30, 2025).

Based on this information, **your estimated Individual Settlement Award is [INSERT ESTIMATED AWARD].**

This amount includes your Individual Class Payment and your Individual PAGA Payment.

### How Your Payment is Calculated:

The Net Settlement Amount (after deductions for attorneys' fees, costs, Class Representative Service Awards, PAGA Payment to LWDA, and settlement administration costs) will be divided by the total number of Workweeks worked by all Class Members to determine a "Workweek Value." Your Individual Settlement Award equals the Workweek Value multiplied by the number of Workweeks you worked.

### Disputing Your Workweek Count:

If you feel that you were not credited with the correct number of Workweeks that you worked in California during the Class Period, you may submit evidence to the Settlement Administrator on or before [INSERT DATE OF RESPONSE DEADLINE] with documentation to establish the number of Workweeks you claim to have actually worked.

**DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.**

The Settlement Administrator will evaluate the evidence submitted and make the final decision as to how many Workweeks are credited. If you are unsatisfied with the decision, you may submit an Objection, as discussed below, or you may opt out of the Settlement.

**7. How can I get a payment?**

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #1), you received this notice, and the notice was addressed to you, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

**8. What if my address changes?**

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator:

**Phoenix Settlement Administrators**

**[Insert Address]**

**[Insert Phone Number]**

**[Insert Email Address]**

It is important that you advise the Settlement Administrator of any address changes so that future notices and/or the settlement payment can reach you.

**9. When would I get my payment?**

The Court will hold a hearing on **[INSERT FINAL APPROVAL HEARING DATE]** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year.

If the Settlement is approved and becomes final, the Settlement Administrator will mail your Individual Settlement Award payment check within ten (10) calendar days after Defendant provides the Settlement Administrator with the Gross Settlement Amount.

**You will have 180 days to cash or deposit your settlement check.** After 180 days, any uncashed checks will be transmitted to the California State Controller's Office Unclaimed Property Fund in your name.

You can contact Class Counsel, whose contact information is included in Question 13, for an update at any time.

**10. What am I giving up to get a payment and by staying in the Class?**

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court. The Judgment following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement.

**If the Settlement is approved and you choose not to exclude yourself from the Settlement, you will be forever barred from asserting any of the Released Claims against Defendant and the Released Parties.**

**Released Claims (Class Members)**

The Released Claims include all claims under state or local law during the Class Period (July 15, 2016, through August 30, 2025) for:

- Failure to pay all straight time wages under Cal. Labor Code §§ 205.5, 210, 218, 218.5, 222-224, 225.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1199;
- Failure to pay overtime under Cal. Labor Code §§ 218, 218.5, 222-224, 510, 1197, and IWC Wage Order No. 4-2001 section 3(A);
- Failure to timely pay wages under Cal. Labor Code § 204;
- Failure to provide lawful meal periods or compensation in lieu thereof under Cal. Labor Code §§ 226.7, 512, IWC Wage Order No. 4-2001(11), and Cal. Code Regs., tit. 8, § 11040;
- Failure to authorize and permit lawful rest periods under Cal. Labor Code § 226.7, IWC Wage Order No. 4-2001(12), and Cal. Code Regs. Title 8 § 11040;
- Knowing and intentional failure to comply with itemized employee wage statement provisions under Cal. Labor Code §§ 226, 226(a), 1174, 1175, IWC Wage Order No. 4, and Cal. Code Regs., Title 8 § 4;
- Failure to maintain accurate employment records under Cal. Labor Code §§ 1174, 1174.5 and 2810.5;
- Failure to pay all wages due at the time of termination from employment under Cal. Labor Code §§ 201-203;
- Failure to adopt a compliant sick pay/paid time off policy under Cal. Labor Code §§ 233, 234, 246;
- Failure to reimburse/illegal deductions under Cal. Labor Code §§ 221-224, 2751, 2802, Cal. Code Regs., Title 8, section 11040(8);
- Violation of wage theft prevention act under Cal. Labor Code § 2810.5
- California Business and Professions Code § 17200, et seq. based on the aforementioned;
- Liquidated damages, interest, attorneys' fees, and attorneys' costs related to the above;

**PAGA Released Claims (All PAGA Members)**

If you were employed by Defendant as an hourly, non-exempt employee in California at any time during the PAGA Period (November 14, 2018, through August 30, 2025), you are a "PAGA Member."



**All PAGA Members (including those who exclude themselves from the class settlement) will release PAGA claims** for penalties under PAGA that arise out of or relate to California Labor Code sections 201 through 203, 204, 205.5, 210, 221, 222, 223, 224, 225.5, 226, 226.7, 233, 234, 246, 510, 512, 558, 1174, 1174.5, 2810.5, 1194, 1197, 1197.1, 1198, 1199, 2751, and 2810.5 during the PAGA Period.

**You cannot opt out of the PAGA release.** Even if you exclude yourself from the class settlement, you will still receive an Individual PAGA Payment and will still be bound by the PAGA release.

#### **Released Parties**

"Released Parties" means Defendant and its respective present and former parents, members, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective officers, directors, partners, shareholders, attorneys and agents and any other predecessors, successors, assigns, or legal representatives.

### **11. Can I get a settlement payment if I still work for Defendants?**

Yes. If you are still working for Defendant, you can receive a settlement payment. The Settlement will not affect your employment and Defendant will not retaliate against you in any manner for participating in the Settlement or choosing not to participate in the Settlement.

### **12. How do I get out of the Settlement?**

If you **do not** want to take part in the class settlement, you can exclude yourself. To exclude yourself from the Settlement, you must send a letter, email, or fax with your name, signature, address, telephone number, and the last four digits of your Social Security number, and a statement that clearly states you do not wish to be included in the Settlement, something to the effect of:

**I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN *BROOKS V. BIG BANG ENTERPRISES, INC.***

Send the Request for Exclusion directly to the Settlement Administrator at the following address:

**Phoenix Settlement Administrators**  
1411 N. Batavia St., Suite 105  
Orange, California 92867  
Tel: (800)523-5973  
Fax: (949)209-2503  
Email: [Jarrod@phoenixclassaction.com](mailto:Jarrod@phoenixclassaction.com)

**The Request must be e-mailed, faxed, or postmarked on or before [INSERT RESPONSE DEADLINE].** Any person who files a timely written request to be excluded from the Settlement will, upon receipt, no longer be a Class Member, will **not** receive any money from the class settlement (except for their share of the PAGA award because you remain an "aggrieved employee" under PAGA), and cannot object to the Settlement.

**You cannot both exclude yourself and object to the Settlement.**

**Important Note:** Even if you exclude yourself from the class settlement, you will still receive your Individual PAGA Payment and will still be bound by the PAGA release because PAGA judgments bind all aggrieved employees.

### **13. Who are the lawyers in this case?**

#### **CLASS COUNSEL**

**Nathan & Associates, APC**

Reuben D. Nathan (SBN 208436)  
2901 W. Coast Highway, Suite 200  
Newport Beach, CA 92663  
Tel: (949) 270-2798  
Fax: (949) 209-0303  
Email: [rnathan@nathanlawpractice.com](mailto:rnathan@nathanlawpractice.com)

**Mara Law Firm, PC**

David Mara  
2650 Camino Del Rio North, Suite 205  
San Diego, CA 92108  
Phone: (619) 234-2833  
Fax: (619) 234-4048

**Aegis Law Firm, PC**

Kashif Haque  
Jessica Campbell  
Joseph Szilagyi  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Tel 949.379.6250  
Fax 949.379.6251

#### **COUNSEL FOR DEFENDANT**

**Wilson Elser Moskowitz Edelman & Dicker LLP**

Diana M. Estrada  
Brian C. Foster  
555 S. Flower Street - Suite 2900  
Los Angeles, CA 90071-2407

Tel: (213) 443-5100

Fax: (213) 443-5101

#### 14. How will Class Counsel be paid?

All attorneys' fees and costs awarded by the Court to Class Counsel will be paid out of the Gross Settlement Amount. Class Counsel are asking the Court to award **one-third (33.33%) of the Gross Settlement Amount (approximately \$183,333.33)** in attorneys' fees, and litigation costs actually incurred in representing the interests of the Class in an amount not believed to exceed **\$60,000.00**.

The Class Representatives and Class Counsel support this amount because of the substantial benefits obtained by Class Counsel for Class Members. The Court may award less than these amounts. If the Court awards less than requested, the difference will be added to the Net Settlement Amount and distributed to Class Members.

#### 15. What other expenses are taken out of the total settlement amount?

Defendant has agreed to pay \$550,000.00 to resolve the claims that were brought in this lawsuit. Under the terms of the Settlement Agreement preliminarily approved by the Court, the following will be deducted from the Gross Settlement Amount:

| <b>Deduction</b>                       | <b>Amount</b>                                                     |
|----------------------------------------|-------------------------------------------------------------------|
| Settlement Administration Costs        | Not to exceed \$15,000.00                                         |
| Class Representative Service Awards    | Up to \$10,000.00 each<br>(3 representatives = \$30,000.00 total) |
| PAGA Payment to LWDA (75% of \$25,000) | \$18,750.00                                                       |
| Class Counsel Attorneys' Fees          | Up to \$183,333.33 (33.33% of GSA)                                |
| Class Counsel Costs                    | Up to \$60,000.00                                                 |

**Settlement Administrator:** Phoenix Settlement Administrators is sending this notice to you and will perform all the administrative duties related to this Settlement.

**Class Representative Service Awards:** Class Counsel will ask the Court to award each of the Class Representatives (Paradice Brooks, Ignacio Gomez, and Gail Gaines) enhancement awards in the amount of up to \$10,000.00 each to compensate them for their service on behalf of the Class Members. The Class Representatives will also receive a share of the Settlement as class members.

**PAGA Payment:** \$25,000.00 of the Settlement is allocated to the Private Attorneys General Act ("PAGA") claims asserted in the Action. Under PAGA, 75% of the PAGA penalties (\$18,750.00) must be paid to the LWDA. The remaining 25% (\$6,250.00) will be distributed as Individual PAGA Payments to PAGA Members.

**Net Settlement Amount:** After making the deductions referenced in this section and in section 14 above, in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Settlement Award payments to participating Class Members.

### **Tax Treatment**

Your Individual Settlement Award will be allocated as follows:

- 20% as alleged unpaid wages (subject to all applicable tax withholdings)
- 40% as alleged unpaid interest
- 40% as alleged unpaid penalties

The Settlement Administrator will issue an IRS Form W-2 to you for the wage portion of your Individual Settlement Award. The Settlement Administrator will issue an IRS Form 1099 to you for the portion allocated as alleged unpaid non-wage penalties and interest.

**Defendant will separately pay any employer-side payroll taxes it owes on the wage portion in addition to the Gross Settlement Amount.**

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. **You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement.** You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

## **16. How do I tell the court that I do not agree with the Settlement?**

If you are a Class Member, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

**To submit a written objection**, you must send it to the Settlement Administrator no later than **[INSERT RESPONSE DEADLINE]**. Written objections should include:

- Your full name, signature, address, telephone number, and the last four digits of your Social Security number
- A written statement of all grounds for the objection accompanied by any legal support for such objection
- Copies of any papers, briefs, or other documents upon which the objection is based

Mail your written objection to the Settlement Administrator at:

**Phoenix Settlement Administrators**  
**[Insert Address]**

Written objections should **not** be filed with and/or mailed/served on Class Counsel.

**Alternatively**, even if you do not submit a written objection, you may appear at the Final Approval Hearing in-person and present any objection that you wish for the Court to consider. The Final Approval Hearing is presently scheduled for **[INSERT FINAL APPROVAL HEARING DATE]** at **[INSERT TIME]** in **[INSERT HEARING LOCATION INFORMATION]**.

**Important:** If you exclude yourself from the Settlement, you cannot object to it because the Settlement no longer affects you (except for the PAGA portion).

### **17. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. **You can object only if you stay in the Class.** Excluding yourself is telling the Court that you don't want to be part of the Class.

**If you exclude yourself, you have no basis to object to the class settlement** because the case no longer affects you, except that you will receive your share of the PAGA Settlement Amount and will be bound by the PAGA release.

### **18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Settlement Approval Hearing, which is presently scheduled for **[INSERT FINAL APPROVAL HEARING DATE]** at **[INSERT TIME]** in **[INSERT HEARING LOCATION INFORMATION]**.

The date and time of the Final Settlement Approval Hearing is subject to change. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much money to pay to Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### **19. Do I have to come to the hearing?**

No. Class Counsel will appear at the Final Settlement Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but this is not required.

### **20. Are there more details about the Settlement and how do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. The pleadings and other records in this litigation may be available for review at the San Bernardino County Superior Court.

For more information, you may contact Class Counsel or the Settlement Administrator:

**Class Counsel:**

Reuben D. Nathan  
Nathan & Associates, APC  
2901 W. Coast Highway, Suite 200  
Newport Beach, CA 92663  
Tel: (949) 270-2798  
Email: rnathan@nathanlawpractice.com

**Settlement Administrator:**

Phoenix Settlement Administrators  
[Insert Address]  
[Insert Phone Number]  
[Insert Email Address]

**PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, DEFENDANT OR DEFENSE COUNSEL FOR INFORMATION REGARDING THIS PROPOSED SETTLEMENT.**

**IMPORTANT DATES**

| Action                                                        | Deadline               |
|---------------------------------------------------------------|------------------------|
| Response Deadline (Exclusions, Objections, Workweek Disputes) | [45 days from mailing] |
| Final Approval Hearing                                        | [To be scheduled]      |

**Response Deadline:** The deadline by which Class Members must e-mail, fax, or mail to the Settlement Administrator a valid Request for Exclusion, objection, or Workweek Dispute is **forty-five (45) calendar days** from the initial mailing of this Settlement Notice, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

**DATED:** [Date of Notice Mailing]

**BY ORDER OF THE SAN BERNARDINO COUNTY SUPERIOR COURT**