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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] **DECLARATION OF REUBEN D. NATHAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** DATE: December 16, 2025 TIME: 8:30 a.m. DEPT: S-26

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DECLARATION OF REUBEN D. NATHAN

I, REUBEN D. NATHAN, declare that:

1. I make this declaration of my personal knowledge and could testify thereto if called as a witness and I possess the experience and personal knowledge necessary to make the statements herein.

2. I am the principal attorney at the law firm of Nathan & Associates, APC ("RN"). I am co-counsel of record for Plaintiffs PARADICE BROOKS, IGNACIO GOMEZ, and GAIL ANN GAINES ("Plaintiffs") in this class action against BIG BANG ENTERPRISES, INC. dba THE RETAIL OUTSOURCE and BIG BANG ENTERPRISES, INC. ("Defendants"). I am an attorney at law licensed to practice in the State of California and the District of Columbia, and I am a member of the bar of this Court. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto. I make this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement.

3. Defendant employed Plaintiff PARADICE BROOKS from approximately April 2018 through August 2018. Defendant employed Plaintiff IGNACIO GOMEZ, from approximately July 2021 through October 2021. Defendant employed Plaintiff GAIL ANN GAINES, from approximately May 2021 through September 2021.

4. Plaintiffs and all other similarly situated employees were employed by Defendant in non-exempt positions, which are related to Defendant's company. As non-exempt employees, Plaintiffs allege that they were not paid for all hours worked, including minimum wage, on-call time pay, straight time pay, overtime and double overtime pay, and reporting time pay, were not paid their wages timely, denied meal and rest breaks, did not receive proper wage statements, were not paid all wages upon separation, and not reimbursed for all business expenses, had wages unlawfully deducted, were not provided written notice pursuant to Labor Code § 2810.5, that Defendant failed to maintain accurate employment records and failed to adopt a compliant sick pay/paid time off policy. The violations appeared to be consistent (i.e., not paid all wages owed including straight time and overtime, premium pay, did not receive proper wage statements, were not paid or reimbursed for business-related expenses) throughout their employment. Plaintiffs consist of former and current employees of Defendant that discussed the alleged wage and hour violations amongst each other and with others in similar positions (i.e., failure to be

reimbursed, not being paid all wages owed, and shortened/interrupted rest breaks). Those colleagues verified to Plaintiffs that they had experienced the same or similar violations that Plaintiff complained of. Plaintiffs' unpaid wage claim is based on allegations that non-exempt employees were not paid for all hours worked for all time worked throughout the day, including but not limited to, time before shifts start, after shifts end, and/or any other time in the day when employees were performing work tasks subject to the control of Defendant and/or otherwise had work duties. Defendants required Plaintiffs and Class Members to report to work prior to their scheduled shifts necessitating that Plaintiffs and Class Members actually arrive and begin working before the beginning of their scheduled shifts, without compensation. Plaintiffs and Class Members' meal and rest breaks were missed, interrupted, and/or shortened and were not provided compensation in lieu of for missed, interrupted, and/or shortened meal and rest breaks. Defendant also failed to pay all wages owed upon separation. Plaintiffs' claim for Defendant's failure to adopt a compliant sick pay/paid time off policy is based on Defendant's operation under an absence control policy that counts sick leave taken as an unauthorized absence that may result in discipline, discharge, demotion, or termination. Defendant's sick pay policy punishes Plaintiffs and Class Members by way of suspension and/or termination for use of protected and appropriate sick leave. Defendant's sick pay policy fails to pay sick pay for all appropriate and protected purposes under California law and Defendant failed to itemize the amount of accrued/available sick leave on Plaintiffs' and Class Members' wage statements each pay period. Plaintiffs' reimbursement claim is based on allegations that Plaintiffs along with other non-exempt employees were not reimbursed for all business-related expenses such as cell phone use. The wage statement claims and associated civil penalties are derivatives of the claim for unpaid wages, reimbursement claim, improper meal and rest period claim, and the unfair business practices claim is predicated on the California Labor Code violations.

5. The Class Period is from July 15, 2016, through August 30, 2025. See Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"). A true and correct copy of the Settlement Agreement executed by the Parties is attached as **Exhibit 1**.

I. <u>RELEVANT PROCEDURAL HISTORY</u>

6. On November 14, 2019, and June 25, 2020, Brooks through her attorneys, submitted the original letter and an amended letter to the LWDA for the purpose of complying with California Labor

Code § 2699.3's notice requirement.

7. On December 27, 2021, Gomez through his attorneys, submitted a letter to the LWDA for the purpose of complying with California Labor Code § 2699.3's notice requirement.

8. On February 9, 2022, Gaines through her attorneys, submitted a letter to the LWDA for the purpose of complying with California Labor Code § 2699.3's notice requirement.

9. On July 15, 2020, Brooks filed her Class Action Complaint with the Contra Costa Superior Court; Case No. MSC20-01342 ("Brooks Contra Costa Action"). On May 12, 2021, Brooks filed the Second Amended Complaint in the Brooks Contra Costa Action. On December 28, 2021, Gomez filed his class action Complaint with the San Bernardino Superior Court; Case No. CIVSB2135164 ("Gomez Class Action"), alleging similar claims as alleged by Brooks. On March 8, 2022, Gomez filed his PAGA Complaint with the San Bernardino Superior Court; Case No. CIVSB2204888 ("Gomez PAGA Action"), alleging causes of action as Brooks. On February 10, 2022, Gaines filed the Class Action Complaint with the Contra Costa Superior Court; Case No. MSC22-00281 ("Gaines Action"), alleging causes of action similar to the claims alleged by Brooks and Gomez.

10. On July 22, 2022, Paradice Brooks, Ignacio Gomez, and Gail Ann Gaines filed the consolidated First Amended Class Action Complaint ("Consolidated FAC") in the Gomez Class Action, alleging causes of action for: 1) failure to pay all straight time wages, 2) failure to pay all overtime wages, 3) failure to timely pay wages, 4) failure to provide meal periods, 5) failure to authorize and permit rest periods, 6) knowing and intentional failure to comply with itemized employee wage statement provisions, 7) failure to maintain accurate employment records, 8) failure to pay all wages due at the time of termination of employment, 9) failure to adopt a compliant sick pay/paid time off policy, 10) failure to reimburse/illegal deductions, 11) violation of wage theft prevention act, 12) violation of unfair competition law, and 13) violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

11. On October 27, 2022, the Parties in the Brooks Contra Costa Action filed the Joint Stipulation for Dismissal. On October 28, 2022, the Court in the Brooks Contra Costa Action issued its Order granting the Parties' Joint Stipulation for Dismissal, dismissing the Brooks Contra Costa Action as to Plaintiff's individual claims without prejudice, the putative class claims without prejudice, the PAGA claims without prejudice, and the action in its entirety, without prejudice.

12. On March 18, 2025, the Parties participated in a full-day mediation with mediator Doug Leach. The Parties did not resolve the case at mediation.

13. On June 30, 2025, the Parties participated in a half day second session mediation with mediator Doug Leach. The Parties did not resolve the case at the second session mediation.

14. After subsequent discussions by and between the Parties and Mr. Leach, Mr. Leach issued a mediator's proposal that the Parties subsequently accepted, memorializing their agreement to resolve this Action.

II. DISCOVERY AND INVESTIGATION

15. I, along with my co-counsel, sought and received information for the number of employees, the number of pay periods, the number of workweeks, dates of employment, the average pay rate, and any meal and rest break premiums paid. As a part of the mediation, Defendant provided information based on the wage and time records for 856 class members. Defendant also provided Plaintiffs with hundred pages of documents and various other forms of data in preparation for mediation. In the Brooks Action, the Parties exchanged written discovery as well as document production. The Parties exchanged more written discovery and document production in the current consolidated action, including request for production of documents, special interrogatories, and document production.

A. Discovery in the Brooks Action

i. Written Discovery as to Defendant TROC, LLC

- Plaintiff Paradice Brooks' Form Interrogatories – Employment Law, Set One, Propounded Upon Defendant TROC, LLC (November 17, 2020);
- Plaintiff Paradice Brooks' Form Interrogatories – General, Set One, Propounded Upon Defendant TROC, LLC (November 17, 2020);
- Plaintiff Paradice Brooks' Request for Admissions, Set One, Propounded Upon Defendant TROC, LLC (sixteen requests) (November 17, 2020);
- Plaintiff Paradice Brooks' Request for Production of Documents, Set One, Propounded Upon Defendant TROC, LLC (one hundred fifteen requests) (November 17, 2020);
- Plaintiff Paradice Brooks' Special Interrogatories, Set One, Propounded Upon

Defendant TROC, LLC (one hundred and six requests) / Declaration in Support of the Number of Special Interrogatories (November 17, 2020);

- Defendant TROC, LLC's Responses to Plaintiff's Form Interrogatories—Employment Law, Set One (February 24, 2021);
- Defendant TROC, LLC's Responses to Plaintiff's Form Interrogatories—General, Set One (February 24, 2021);
- Defendant TROC, LLC's Responses to Plaintiff's Request for Admissions, Set One (February 24, 2021);
- Defendant TROC, LLC's Responses to Plaintiff's Request for Production of Documents, Set One (February 24, 2021);
- Defendant TROC, LLC's Responses to Plaintiff's Special Interrogatories, Set One (February 24, 2021);
- Defendant TROC, LLC's Production of Documents (Bates Nos. BB001-BB084) (Produced on July 27, 2021)

ii. <u>Written Discovery as to Defendant Big Bang Enterprises, Inc.</u>

- Plaintiff Paradice Brooks' Form Interrogatories – Employment Law, Set One, Propounded Upon Defendant Big Bang Enterprises, Inc. (August 12, 2021);
- Plaintiff Paradice Brooks' Form Interrogatories – General, Set One, Propounded Upon Defendant Big Bang Enterprises, Inc. (August 12, 2021);
- Plaintiff Paradice Brooks' Request for Admissions, Set One, Propounded Upon Defendant Big Bang Enterprises, Inc. (sixteen requests) (August 12, 2021);
- Plaintiff Paradice Brooks' Request for Production of Documents, Set One, Propounded Upon Defendant Big Bang Enterprises, Inc. (one hundred fifteen requests) (August 12, 2021);
- Plaintiff Paradice Brooks' Special Interrogatories, Set One, Propounded Upon Defendant Big Bang Enterprises, Inc. (one hundred and six requests) / Declaration in Support of the Number of Special Interrogatories (August 12, 2021);
- Defendant Big Bang Enterprises, Inc.'s Responses to Plaintiff's Form

Interrogatories—Employment Law, Set One (December 21, 2021);

- Defendant Big Bang Enterprises, Inc.'s Responses to Plaintiff's Form Interrogatories—General, Set One (December 21, 2021);
- Defendant Big Bang Enterprises, Inc.'s Responses to Plaintiff's Request for Admissions, Set One (December 21, 2021);
- Defendant Big Bang Enterprises, Inc.'s Responses to Plaintiff's Request for Production of Documents, Set One (December 21, 2021);
- Defendant Big Bang Enterprises, Inc.'s Responses to Plaintiff's Special Interrogatories, Set One (December 21, 2021);
- Defendant Big Bang Enterprises, Inc.'s Amended Responses to Plaintiff's Form Interrogatories—Employment Law, Set One (March 25, 2022);
- Defendant Big Bang Enterprises, Inc.'s Amended Responses to Plaintiff's Form Interrogatories—General, Set One (March 25, 2022);
- Defendant Big Bang Enterprises, Inc.'s Amended Responses to Plaintiff's Special Interrogatories, Set One (March 25, 2022);
- Defendant Big Bang Enterprises, Inc.'s Amended Responses to Plaintiff's Request for Production of Documents, Set One (March 25, 2022);
- Defendant Big Bang Enterprises, Inc.'s Production of Documents (Bates Nos. BB0001-BB0086) (Produced on March 25, 2022);
- Defendant Big Bang Enterprises Inc.'s Request for Production of Documents to Plaintiff Paradice Brooks, Set One (forty-two requests) (April 5, 2022);
- Defendant Big Bang Enterprises, Inc.'s Special Interrogatories to Plaintiff Paradice Brooks, Set One (thirty-four special interrogatories) (April 5, 2022);

iii. <u>Data/Documents Produced Re: Mediation in the Brooks Action held on 12.7.21</u>

- Wage Statement Sampling for 25 employees (88 pages) (November 23, 2021)
- Class List (Excel Sheet) (October 28, 2021)
- Punch Data Excel Sheets (2 Excel Sheets) (November 3, 2021)

iv. <u>Belaire West Notice / Class List</u>

- Belaire West Notice Mailed on March 8, 2022;
- Class List produced on April 15, 2022.

B. <u>Discovery in the Consolidated Action</u>

i. <u>Written Discovery</u>

- Plaintiffs' Demand for Production of Documents (Set One) Propounded to Defendant Big Bang Enterprises, Inc. (44 Requests) (January 23, 2023);
- Plaintiffs' Special Interrogatories (Set One) Propounded to Defendant Big Bang Enterprises, Inc. (35 Special Interrogatories) (January 23, 2023);
- Plaintiffs' Notice of Deposition of the Person Most Qualified to Testify from Big Bang Enterprises, Inc. on Designated Areas Regarding Operations (Draft provided to Defendant on January 23, 2023 to assist in identifying the appropriate individual(s) to designate);
- Protective Order Draft provided to Defendant for review (January 23, 2023);
- Defendant Big Bang Enterprises, Inc.'s Responses to Plaintiff's Request for Production of Documents, Set One (February 24, 2023);
- Defendant Big Bang Enterprises, Inc.'s Responses to Plaintiff's Special Interrogatories, Set One (February 24, 2023);
- Defendant Big Bang Enterprises, Inc.'s Request for Production (Set One) to Plaintiff Paradice Brooks (42 Requests) (April 14, 2023);
- Defendant Big Bang Enterprises, Inc.'s Request for Production (Set One) to Plaintiff Gail Ann Gaines (42 Requests) (April 14, 2023);
- Defendant Big Bang Enterprises, Inc.'s Request for Production (Set One) to Plaintiff Ignacio Maciel (42 Requests) (April 14, 2023);
- Defendant Big Bang Enterprises, Inc.'s Special Interrogatories (Set One) to Plaintiff Paradice Brooks (34 special interrogatories) (April 14, 2023);
- Defendant Big Bang Enterprises, Inc.'s Special Interrogatories (Set One) to Plaintiff Gail Ann Gaines (34 special interrogatories) (April 14, 2023);
- Defendant Big Bang Enterprises, Inc.'s Special Interrogatories (Set One) to Plaintiff

Ignacio Gomez (34 special interrogatories) (April 14, 2023);

- Defendant Big Bang Enterprises, Inc.'s Request for Production (Set Two) to Plaintiff Paradice Brooks (2 Requests) (May 18, 2023);
- Defendant Big Bang Enterprises, Inc.'s Request for Production (Set Two) to Plaintiff Gail Ann Gaines (2 Requests) (May 18, 2023);
- Defendant Big Bang Enterprises, Inc.'s Request for Production (Set Two) to Plaintiff Ignacio Maciel (2 Requests) (May 18, 2023);
- Plaintiff Paradice Brooks' Responses to Defendant Big Bang Enterprises, Inc.'s Request for Production of Documents, Set One (June 13, 2023);
- Plaintiff Paradice Brooks' Responses to Defendant Big Bang Enterprises, Inc.'s Request for Production of Documents, Set Two (June 13, 2023);
- Plaintiff Paradice Brooks' Responses to Defendant Big Bang Enterprises, Inc.'s Special Interrogatories, Set One (June 13, 2023);
- Plaintiff Paradice Brooks' production of documents (Bates Nos. Brooks-00001-00094) (June 13, 2023);
- Plaintiff Gail Ann Gaines Response to Defendant Big Bang Enterprises, Inc.'s Request for Production of Documents, Set One (June 21, 2023);
- Plaintiff Gail Ann Gaines Response to Defendant Big Bang Enterprises, Inc.'s Request for Production of Documents, Set Two (June 21, 2023);
- Plaintiff Gail Ann Gaines Response to Defendant Big Bang Enterprises, Inc.'s Special Interrogatories, Set One (June 21, 2023);
- Plaintiff Gail Ann Gaines' production of documents (Bates Nos. GAINES00001-00104) (June 21, 2023);
- Plaintiff Ignacio Gomez's Responses to Defendant Big Bang Enterprises Inc.'s Request for Production of Documents, Set One (June 20, 2023);
- Plaintiff Ignacio Gomez's Responses to Defendant Big Bang Enterprises Inc.'s Request for Production of Documents, Set Two (June 20, 2023);
- Plaintiff Ignacio Gomez's Responses to Defendant Big Bang Enterprises Inc.'s

Special Interrogatories, Set One (June 20, 2023);

- Plaintiff Ignacio Gomez's production of documents (Bates Nos. Mara – T-Roc000001-Mara – T-Roc000089; Mara - T-Roc000090.xlsx; Mara - T-Roc000091.xlsx; Mara - T-Roc000092.xlsx; Mara - T-Roc000093.xlsx) (June 21, 2023);
- Defendant Big Bang Enterprises, Inc.'s Further Responses to Plaintiff's Request for Production of Documents, Set One (June 15, 2023);
- Defendant Big Bang Enterprises, Inc.'s Further Responses to Plaintiff's Special Interrogatories, Set One (June 15, 2023);
- Plaintiff Paradice Brooks' Amended Responses to Defendant Big Bang Enterprises, Inc.'s Request for Production of Documents, Set One (October 17, 2023);
- Plaintiff Paradice Brooks' Amended Responses to Defendant Big Bang Enterprises, Inc.'s Special Interrogatories, Set One (October 17, 2023);
- Plaintiff Gail Ann Gaines' Amended Responses to Defendant Big Bang Enterprises, Inc.'s Request for Production of Documents, Set One (October 17, 2023);
- Plaintiff Gail Ann Gaines' Amended Responses to Defendant Big Bang Enterprises, Inc.'s Special Interrogatories, Set One (October 17, 2023);
- Plaintiff Ignacio Gomez's Amended Responses to Defendant Big Bang Enterprises, Inc.'s Request for Production of Documents, Set One (October 17, 2023);
- Plaintiff Ignacio Gomez's Amended Responses to Defendant Big Bang Enterprises, Inc.'s Special Interrogatories, Set One (October 17, 2023);
- Plaintiffs' Notice of Deposition of the Person Most Qualified to Testify from Big Bang Enterprises, Inc. on Designated Subject Areas Regarding Operations (April 3, 2024);

ii. <u>Data/Documents Produced Re: Mediation in the Consolidated Action</u>

Sampling of 20% of employee time keeping and wage and hour records.

III. SETTLEMENT NEGOTIATIONS

16. All of Plaintiffs' counsel's pre-filing investigation and discovery during litigation aided

Plaintiffs in evaluating this case. Plaintiffs were thus able to enter settlement negotiations armed with the information required to settle this matter for a fair and reasonable amount, having thoroughly assessed the risks and prepared an estimated class-wide damages model. On March 18, 2025, the Parties participated in a full-day mediation with mediator Doug Leach. The Parties did not resolve the case at mediation. On June 30, 2025, the Parties participated in a half day second session mediation with mediator Doug Leach. The Parties did not resolve the case at the second session mediation. After subsequent discussions by and between the Parties and Mr. Leach, Mr. Leach issued a mediator's proposal that the Parties subsequently accepted, memorializing their agreement to resolve the Action.

17. Furthermore, Plaintiffs' counsel is familiar with wage and hour class actions that arise with similar claims alleged herein. Plaintiffs' counsel has been counsel of record and settled cases that involve the same groups of employees, issues, and industry. Here there are approximately 856 employees.

18. Plaintiffs' counsel's experience in litigating and settling similar wage and hour cases in various industries provided Plaintiffs with a strong foundation to not only appreciate the strengths and the weaknesses of each side's position but also how to value the claims for purposes of a settlement.

19. During the course of the parties' settlement discussions, Defendant was forthcoming with all the necessary information to evaluate the claims in this case.

20. The parties negotiated the terms of the Settlement Agreement, and the Class Notice. These negotiations lasted for more than one month and the parties encountered numerous difficulties in reaching agreement as to the terms of the settlement and the language of the notice packet. Nevertheless, the parties worked together as best they could to finalize the settlement terms, which are memorialized in the Settlement Agreement. A true and correct copy of the Settlement Agreement (hereinafter "Sett. Agmt.) is attached hereto as **Exhibit 1**. The Class Notice, which consists of a Notice of Class Action and PAGA Settlement and instructions on how to opt-out or object, is attached hereto as **Exhibit 2.** The Class Notice is also attached to the Proposed Order as Exh. 1.

21. The negotiations were conducted at more than arm's-length and the resulting settlement was the outcome of an informed and educated analysis regarding certification and liability issues and the total exposure in relation to the costs and risks affecting Plaintiffs and the Class. This settlement was accomplished after discovery and investigation, with Plaintiffs having invested in extensive factual and

legal research, engaged in numerous discussions and exchanges of correspondence, reviewed and analyzed time and payroll records and data, policy documents, and other relevant documents, and conducted extensive negotiations thereafter. It was only after the parties thoroughly assessed the risks that they entered into a well-reasoned settlement.

22. There were risks and uncertainty regarding several factors in the case, which gave the parties the perspective and the incentive to thoroughly assess the risks of the case. In addition to Defendant's financial position and the fact it no longer does business in California, it is possible that Plaintiffs would not be able to certify all of the claims. Plaintiffs believed it would be straightforward to certify the claim for reimbursement of expenses for cell phones, however, the off-the-clock claim would likely prove more challenging to certify since the payroll records and wage statements on their face appear accurate and employees logged out of the system. Further, many of the rest break policies appeared to be facially compliant, which would present challenges, which is supported by complaint meal and rest break policies. Even if Plaintiffs succeeded in certifying some or all of the claims, there was no guarantee that Plaintiffs would win on the merits, and surviving any post-trial motions or appeals would have come at great litigation costs and expenses to the Class.

23. Plaintiffs' counsel thoroughly analyzed all of the available information and documents to evaluate the strength of each claim and prepare a class-wide damages analysis, taking into account the strengths and weaknesses of the parties' positions, the risks of litigation to arrive at this settlement.

24. The Settlement is the product of protracted arm's-length negotiation by mediating with mediator Doug Leach. Class Counsel advocated vigorously on behalf of the Class throughout the negotiations in order to negotiate a settlement that is in the best interest of the Class Members and provides adequate class-wide relief.

25. The vigorous negotiations between the Parties resulted in a reasonable compromise that is the product of genuine give and take justified by the facts of this case. Plaintiffs' counsel requested certain information from Defendant in order for the parties to engage in mediation and have any meaningful discussion towards settlement. Specifically, Plaintiffs' counsel sought and received information about the number of employees, the number of pay periods, the number of workweeks, dates of employment, the average pay rate, and any meal and rest break premiums paid. Defendant provided

information based on the wage and time records for 856 class members. Defendant also provided Plaintiffs with over one hundred pages of document production in order to prepare for mediation. Plaintiffs are represented by highly experienced class action litigators, who believe that the Settlement is an excellent result for the Class Members.

IV. THE PROPOSED SETTLEMENT

Settlement Class:

26. The proposed settlement class is defined as:

> All individuals employed in California by Defendant in hourly, non-exempt positions at any point between July 15, 2016, through August 30, 2025.
>
> See Sett. Agmt. ¶ 5

Gross Settlement Amount:

27. The Gross Settlement Amount is $550,000.00, which will be used to make a $18,750.00 payment to the LWDA (75% of the $25,000 PAGA allocation), and pay the Settlement Administrator's expenses, the Class Representatives' service payments, and Class Counsel's attorneys' fees and costs. Sett. Agmt. ¶¶ 6, 15, 23, 35, 59(a). The Net Settlement Amount is the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Awards, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount shall be used to compensate the Class Members. Sett. Agmt. ¶ 17, 18, 59(a)(i). Defendant shall be separately responsible for the employer share of payroll taxes on the Wage Portion of each Settlement Share distributed to the Participating Class Members. Sett. Agmt. ¶ 61.

Settlement Allocation Formula:

28. The participating Class Members ("Class Participants") will be paid pursuant to an allocation formula based on the number of workweeks they worked for Defendant during the Class Period. From the Net Settlement Amount, the Settlement Administrator will calculate each Individual Settlement Award by dividing the Net Settlement Amount by the total number of Workweeks, resulting in the Workweek Value; and then multiplying the Workweek Value by the number of Workweeks worked by each Class Member, as defined above. As necessary, and to the extent not already provided by

Defendant, the Settlement Administrator will calculate the number of Workweeks worked by the Class Members during the Class Period. The Settlement Administrator will also calculate the amount to be paid per Workweek, and the Individual Settlement Awards to eligible Class Members. All Workweek Disputes will be resolved and decided by the Settlement Administrator, in consultation with Class Counsel and/or Defense Counsel, as appropriate, and subject to review by the Court as needed. Sett. Agmt. ¶ 59(a)(i).

Tax Allocation:

29. For tax purposes, Individual Settlement Awards shall be allocated as follows: twenty percent (20%) as alleged unpaid wages subject to all applicable tax withholdings; forty percent (40%) as alleged unpaid interest; and forty percent (40%) as alleged unpaid penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for the portion of each Individual Settlement Award payment allocated as alleged unpaid wages and subject to all applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member including PAGA Member, for the portion of each Individual Settlement Award including Individual PAGA Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. Sett. Agmt. ¶ 59(a)(v).

No Reversion and No Claim Form Required:

30. This is a non-reversionary settlement. Sett. Agmt. ¶ 59(a). To make the relief provided by the Settlement as accessible to Class Members as possible, the Parties have agreed to eliminate the claims process. Sett. Agmt. ¶ 59(a). Each Class Member who does not submit a timely and valid request for exclusion within 45 days after the Notice Packet is first mailed will be automatically mailed a check for his or her pro rata portion of the Settlement. Sett. Agmt. ¶¶ 32, 33.

Distribution of Uncashed Settlement Checks

31. The Settlement Agreement provides that Class Members shall have one-hundred eighty (180) calendar days from the postmark date of the checks to deposit or otherwise cash their settlement checks. After the expiration of the 180-day period to cash/deposit the Individual Settlement Award checks, the Settlement Administrator will prepare the Final Report regarding the distribution of the Gross Settlement Amount as detailed above. The total amount of any uncashed settlement checks will be

transmitted to the California State Controller's Office Unclaimed Property Fund, in the name of the individual. Sett. Agmt. ¶ 14, 59(a)(vi).

Scope of the Released Claims:

32. Plaintiffs, Participating Class Members will release all claims arising from the same set of facts alleged in the FAC or in the LWDA letters and as set forth in the Settlement Agreement ¶¶ 30, 55, 56.

33. In addition to the releases of the Released Claims and PAGA Released Claims, Plaintiffs, Plaintiffs expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of California. Sett. Agmt. ¶¶ 57.

34. The time period covered by the release is July 15, 2016, through August 30, 2025. Sett. Agmt. ¶ 5, 30.

35. PAGA Members release all 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 as pled in the Operative Complaint and the PAGA Notices, during the PAGA Period (November 14, 2018, through August 30, 2025). Sett. Agmt. ¶¶ 24, 25.

36. The released parties are defined as:

> Defendant and its respective present and former parents, 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 successors, assigns, or legal representatives.
>
> Sett. Agmt. ¶ 31.

37. The release also includes all claims for PAGA penalties that were alleged or could have been alleged by Plaintiffs based on the facts alleged in the FAC. Sett. Agmt. ¶ 25, 56.

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/ /

Requested Attorneys' Fees and Costs and Proposed Service Payments to the Class Representatives:

38. The Settlement Agreement allows Class Counsel to apply for an award of attorneys' fees of not more than 33.33% of the Total Settlement Amount ($183,315) and litigation costs not to exceed $60,000. Sett. Agmt. ¶ 2, 15.

39. Plaintiffs will apply to the Court for a service payment of $10,000 each to compensate Plaintiffs for their time and service to the class. Sett. Agmt. ¶ 6. These amounts are preliminarily reasonable and justified based on the work performed and the costs incurred by Plaintiffs and Plaintiffs' counsel in order to obtain a successful result on behalf of the Class Members.

40. To provide further justification for awarding these amounts, Plaintiffs will apply for award of Class Representatives Service Payments, Settlement Administrator's Expenses, and Class Counsel's Attorneys' Fees and Costs to be heard at the Motion for Final Approval. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently $183,315 and $60,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Sett. Agmt. ¶ 59(a)(iii).

PAGA Allocation:

41. $25,000.00 will be allocated for resolution of the State of California's claims under the PAGA, California Labor Code section 2699 et seq., with 75% thereof earmarked for the California Workforce Development Agency and 25% payable to the PAGA Employees. Sett. Agmt. ¶ 23.

Net Settlement Amount:

42. The Net Settlement Amount is the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Awards, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount shall be used to compensate the Class Members. Sett. Agmt. ¶ 17, 18, 59(a)(i). Defendant shall be separately responsible for the employer share of payroll taxes on the Wage Portion of each Settlement Share distributed to the Participating Class Members. Sett. Agmt. ¶ 61.

Notice to the Class and Exclusion:

43. The Class Members have already been identified from Defendant's records and the Class Notice will be mailed to them using the last known mailing address in Defendants' records. Sett. Agmt.

¶ 58(a). Prior to mailing, the Settlement Administrator will perform a search in the National Change of Address database to update the addresses. Sett. Agmt. ¶ 58(a)(i). If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than five (5) days from receipt of the returned Class Notice, search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. Sett. Agmt. ¶ 58(a)(ii). There will be a 45-day period to opt out of and object to the settlement. Sett. Agmt. ¶ 33.

44. The Class Notice (also attached to the Proposed Order) will describe the nature of the action; the definition of the settlement class; the total settlement amount and the proposed deductions for the payment to the LWDA, class representative service award, attorneys' fees and costs, and settlement administration costs; the scope of the release; the formula for calculating individual settlement payments and how to challenge the number of workweeks and pay periods used to calculate the payments; how to participate in, object to, and opt out of the Settlement, and the deadlines for doing so; that Class Members may enter an appearance through an attorney if desired; the binding effect of the judgment on Class Members; information about when and where the final approval hearing will be held, and how to check if the hearing date has changed; and how to obtain further information about the lawsuit and the Settlement. The Class Notice also includes Class Counsel's contact information and the address for the settlement administration website. *Id*. The notice will be sent in English and in Spanish. A true and correct copy of the Class Notice is attached hereto as **Exhibit 2**.

45. In order to request exclusion from the Settlement, Class Members only need to follow the instructions included in the Class Notice, which explains that in order to exclude one's self they "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," and provides an email address, fax number, and address that the request for exclusion must be sent to and provides the deadline for doing so. The Notice Packet also states that Class Members may submit a written objection to the Settlement Administrator and the deadline for doing so, or alternatively, may appear at the Final Approval hearing in-person to present any objection for the Court to consider. Written objections must state the ground for the objection, and Class Members will also be permitted to

make oral objections if they appear at the final approval hearing. Additionally, the Class Notice provides notice that the PAGA portion of the settlement cannot be opted out of.

Settlement Administration

46. The Settlement Agreement provides for Class Members to receive direct notice of the Settlement by mail. *Id*. ¶ 58(a)(i). The notice administration plan will ensure that substantially all of the Class Members will receive notice of the Settlement and will be adequately apprised of and able to exercise their rights and options thereunder. Phoenix Class Administration Solutions ("Phoenix"), an experienced third-party claims administrator, will handle all aspects of the notice process and settlement administration. Phoenix's CV is marked and attached hereto as **Exhibit 3**. Class Counsel will also be available to the Class Members to answer their questions and encourage participation.

V. EVALULATION OF THE SETTLEMENT

47. The Settlement provides a significant monetary relief to the Class Members to compensate them for the alleged wage-and-hour violations at issue in this case. The proposed settlement provides a total non-reversionary settlement amount of $550,000 to 856 Class Members who worked a total of approximately 10,670 workweeks. The gross value to be paid to the Class Members is approximately $51.55 per workweek per class member ($550,000.00 divided by 10,670 workweeks). The settlement provides the settlement class with an average payment of approximately $642.52 gross per class member for the non-exempt group before deductions for fees, litigation costs and costs of administration. The net value to each class member is approximately $276.50. The net value of the settlement per workweek for the non-exempt class members is estimated to be approximately $22.18 (($550,000 - $313,315) ÷ 10,670 workweeks). The settlement represents approximately 58% of the total potential exposure if Plaintiff was successful on all class claims for every week worked and provides the settlement class with an average payment of approximately $642.52 gross per class member.

48. Defendant's employees were seasonal, on-demand/flex, or weekend warriors, who did not work traditional schedules, often maybe working a few shifts per week with lengthy time periods (sometimes weeks or even months) where employees did not work at all. The point of these flex and on-demand positions was for Defendant to allow its employees to work when they wanted to. Even if not working, the employees remained active in the employee records. Some employees would remain active

without any work for up to a year, potentially more if they responded to recruiting outreach and indicated they were interested in future work. The COVID pandemic also paused many of the positions as well because the work was not available, but despite that many folks remained on the books. Less than 20% of the California workforce was full-time; therefore, the vast majority of employees were part-time employees working irregular shifts.

Claim Evaluation:

49. The Settlement provides a significant monetary relief to the Class Members to compensate them for the alleged wage-and-hour violations at issue in this case. Under California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769, the Court must determine whether the settlement is fair, reasonable, and adequate for the class and the public interest. Evaluation of the Settlement and analysis of claims, including PAGA penalties allocated pursuant to Labor Code sections 2698–2699.8. In determining whether to grant preliminary approval, the Court considers the factors established by *Kullar v. Foot Locker Retail, Inc.,* 168 Cal.App.4th 116 (2008); *Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56 (2021); and *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996).

50. Off the Clock: Plaintiffs' "off the clock" claim contends putative class members are expected to work "off the clock" by before shifts start, after shifts end, and/or any other time in the day when employees were performing work tasks subject to the control of Defendant and/or otherwise had work duties. This claim is based on the theory that by the time Defendant's employees showed up for work b/w 1-2 times a week, they were required to wait for 10-15 minutes prior to clocking in either before or at the end of their shift after clocking out. Defendant contends the managers always showed up on time, that the company policies mandate clocking in before working or not clocking out until all work activities have stopped and Defendant pays employees for all hours worked. Specifically, Defendant's timekeeping policies forbid off the clock work. The average hourly rate applicable to the putative Class Members is $18.37 per hour. The average employee worked a total of 8 weeks for Defendant. If Plaintiffs prevailed on this theory, then a reasonable estimate of the amount of unpaid wages putative class members could recover in this action is between $5,766,440.90 [$18.37 per hour * 10,670 total workweeks * 30/60 hour per week (representing 15 min @1 times a week on average] = a maximum exposure of $98,003.95. The claim value ranges from $0 to $98,003.5. A realistic exposure number

based on the risks for certification and trial would represent an approximate 75% of the total exposure number or $73,502.62.

51. Meal and Rest Break Claim: Plaintiffs and Class Members' meal and rest breaks were missed, interrupted, and/or shortened and were not provided compensation in lieu of for missed, interrupted, and/or shortened meal and rest breaks. Defendant also failed to pay all wages owed upon separation. For the meal break claim there were a total of 5,681 shifts worked by class members between the 5-to-6-hour mark or that worked 10 or more hours. Calculating the 5,681 shifts * $18.37 (hourly rate) = a maximum exposure of $106,405.13. For the rest break claim there were 16,049 shifts worked by class members between 3.5-to-4.99 hours or between 8-to-10 hours. Calculating 16,049 shifts * $18.37 = a maximum exposure of $294,820.13. Defendant denies the claim and asserts that Defendant's policies mandate class members take both meal and rest breaks. The records reflect meal breaks were taken and premium payments were made to class members for meal break violations. Defendant denies the claims and contends class members were entitled to take rest breaks which resulted in several employees taking smoking breaks or using their cell phones to make personal calls. Similarly, a realistic exposure number based on the risks for certification and trial would represent an approximate 75% or $79,803.84 of the total exposure number for the meal break claim and 30% discount or $206,374.09 for the rest break claim.

52. Expense/Uniform Reimbursement: Plaintiffs contend class members were required to comply with a use of their personal cell to clock in to work and communicate with Defendant's corporate office and managers. Reimbursement is required pursuant to Wage Order 7 §9 and Labor Code § 2802. Defendant contends use of putative class members' cell phones were a) optional, and b) infrequent. The average cell phone bill for unlimited use is approximately $100 per month. There are 10,670 workweeks in the Class Period/4 weeks to every month = 2,667.5 month of potential cell phone usage by putative class members within the Class Period. 2,667.5 months * $50 per month for reimbursement of cell phone expenses = $133,375.00. We believe the potential value for which putative Class Members could seek reimbursement for cell phone expenses would be between $0 and $133,375.00. A realistic exposure number based on the risks for certification and trial would represent a 10% discount for the claim.

53. Waiting Time: Section 203 penalties for willful delays in the payment of end-of-employment wages are commonly referred to as "waiting time penalties." *Kim v. Reins International California, Inc.*

(2020) 9 Cal.5th 73, 82. "The settled meaning of "willful," as used in section 203, is that an employer has intentionally failed or refused to perform an act which was required to be done. (citations omitted) '[T]he employer's refusal to pay need not be based on a deliberate evil purpose to defraud workmen of wages which the employer knows to be due.'" (Citations omitted).) *Amaral v. Cintas Corp.* No. 2, 163 Cal.App.4th 1157, 1201 (2008). A "'good faith dispute' that any wages are due will preclude imposition of waiting time penalties.'" *Campbell v. PricewaterhouseCoopers, LLP*, 602 F.Supp.2d 1163, 1185 (E.D.Cal.2009) (quoting Cal.Code Regs. tit 8, § 13520); *Jimenez v. Servicios Agricolas Mex, Inc.*, 742 F.Supp.2d 1078, 1100 (D.Ariz., 2010). The average length of employment for all of Defendant's California employees worked a total of 7.5-8 total weeks and employees were paid bi-weekly. Based on the waiting time penalties that would equate to an average of $350 per person. Theoretically, total exposure (856 total putative class members *$350) is between $0 and $299,600. If you assume that there is a violation for every claim (overtime, meal and rest breaks) this exposure could potentially triple = $898,800. A realistic exposure number based on the risks for certification and trial and the fact the violation must be willful would represent an approximate 30% of the total exposure number or $269,640.

54. Wage Statement: The Labor Code 226(a) wage statement claim is based on the contention that class members wage statements are incorrect because the overtime and meal and rest break penalties were not included in the wage statements. Defendant asserts the claim is deficient both on the merits and whether its conduct rises to the level necessary for imposition of relief. To prevail, Plaintiffs would need to show Defendant acted "knowingly and intentionally," without any good faith belief in their policy and procedure position. See, Naranjo v. Spectrum Security Service Inc., 13 Cal.5th 93 (Cal., 2022). While the potential exposure for this alleged violation could be large, the practical/realistic exposure is much less – and perhaps 10% – following the Naranjo decision and in the light of the evidence adduced during discovery. This is similar exposure to the waiting time penalty claim including the total exposure of 20% = $179,760.

55. Plaintiffs believe the realistic exposure for all claims to be approximately $942,455.55. Taking into account Defendant's defenses, and the risk at certification, this settlement of $550,000 represents 58% of the total potential exposure and is an excellent recovery for the Class Members, particularly considering the risks of further litigation and the uncertainties of the off-the-clock claim and

thus the waiting time claim. While we are confident about prevailing both at certification and at trial, there is no guarantee of results in litigation – and of course certification is ultimately a discretionary decision.

56. Further, $25,000.00 of the Total Settlement Amount was allocated to the PAGA claim. Sett. Agmt. § 23. As required by statute, 75% ($18,750) will be paid to the LWDA. The remaining 25% ($6,250) will be distributed to approximately 856 PAGA Employees. Thus, the PAGA payments are estimated to be approximately on average $7.30 ($6,250 ÷ 856). The Settlement provides a significant monetary relief to the Class Members to compensate them for the alleged wage-and-hour violations at issue in this case. Under California Code of Civil Procedure § 382 and California Rule of Court, Rule 3.769, the Court must determine whether the settlement is fair, reasonable, and adequate for the class and the public interest. Evaluation of the Settlement and analysis of claims, as set forth above, including PAGA penalties allocated pursuant to Labor Code sections 2698–2699.8.

57. This represents an excellent recovery for the Class Members, particularly considering the risks of further litigation and the economic difficulties facing employers. Plaintiffs' unpaid wages claim is based on the allegations that Defendants had a practice of requiring Plaintiffs and Class Members to arrive and report to work prior to their scheduled shift and wait off-the-clock for approximately 15-20 minutes for the store they were servicing to open. Defendants argue that such an informal policy does not exist beyond the threadbare allegations from Plaintiffs, and that Defendants' formal, written policies clearly require employees to accurately record all time worked. If Defendants presented employee testimony / declarations stating that no informal practice of working off-the-clock exists and that they were paid for all the time they worked, the Court could rule for Defendants at both class certification and on the merits as to this claim.

58. With regard to the meal/rest breaks, Plaintiffs claim that employees are subject to being called back during meal periods, and that they cannot leave the premises for rest periods. Defendants point to their compliant written meal and rest period policies as the strongest evidence against Plaintiffs' claims. To the extent Plaintiffs' theory of liability on these claims requires employees to deviate from these compliant policies, the Court could find that we would need to ask each and every employee how they interpreted Defendants' meal/rest period policies and whether they received compliant breaks under

these policies, which would defeat class certification through individualized issues. If the Court were to grant class certification, it could also simply find that Defendants' meal/rest policies are compliant, resulting in a judgment in favor of Defendants on the merits.

59. Plaintiffs' sick pay claim is based on allegations that Defendants discourage and punish employees for using their sick leave. Just as with their meal and rest period policies, Defendants contend that they have a facially compliant sick pay/leave policy. Defendants argue that the Court would have to ask each and every employee if they felt like they were discouraged from using sick leave, creating a litany of individualized issues that would prevent this claim from being certified. Further, if the Court were to simply determine that Defendant's sick pay/leave policy was wholly compliant with California law, Plaintiffs' damages on this claim would be zero.

60. Plaintiffs' reimbursement claim is based on the allegations that Defendants require employees to use their personal cell phones for work, but do not reimburse employees for this expense. Defendants dispute this claim in its entirety, pointing to its facially compliant policies that provide for reimbursement of all employee business expenses incurred. Were the Court to side with Defendant and find that their policy adequately reimburses employees for business expenses, Plaintiffs' would recover nothing under this claim.

61. Plaintiffs' wage statement and waiting time claims are wholly derivative of the above unpaid wage, meal period, and rest period claims. If the Court were to side with Defendants' arguments, Plaintiff and Class Members would recover nothing for these derivative claims. Additionally, if Defendants successfully argue that they acted in good faith, as opposed to wilfully, and that these violations were not knowing and intentional, Plaintiffs and Class Members would still recover nothing for these derivative claims, regardless of whether they were successful in the underlying unpaid wage, meal period, and rest period claims.

62. The Settlement does not give preferential treatment to any Class Members. The settlement provides for the funds to be allocated to each participating Class Member proportionally based on the number of weeks they worked for Defendant, as shown by Defendant's records. Sett. Agmt. ¶ 59(a)(i). The settlement class is cohesive because it consists of employees subject to the same relevant wage-and-hour policies, including but not limited to policies regarding work schedules and hours worked, overtime,

rest breaks and meal breaks, and reimbursement policies.

VI. PLAINTIFFS AND THEIR COUNSEL WILL ADEQUATELY REPRESENT THE CLASS

63. Plaintiffs have no conflict of interest with the Class Members. Plaintiffs performed similar work and were subject to the same policies and practices as the Class Members. Plaintiffs' claims are identical to the claims of the other Class Members and arise from the same course of conduct by Defendant. Plaintiffs have embraced their responsibilities as the class representatives by actively participating in this case, providing documents, identifying potential witnesses, providing valuable information regarding the policies and practices at issue in this case and Defendant's business structure, engaging in the settlement process, and consulting with counsel throughout the litigation.

64. Plaintiffs have devoted considerable time to this litigation and are prepared to continue to do so, demonstrating their commitment to achieving the best possible result for the class.[1]

65. Further, as indicated below and in my co-counsel's declarations, Plaintiffs are represented by qualified and competent counsel, who have the experience and resources necessary to vigorously pursue this action.

66. Plaintiffs' counsel conducted a thorough investigation of the claims at issue before filing the complaint and during litigation leading up to this settlement. Plaintiffs' counsel has extensive experience litigating wage-and-hour class actions and representative actions, is well-versed in the applicable law, and has ample resources to dedicate to the case.

67. The work I performed in this case includes, but is not limited to: 1) Researching the claims of Plaintiff Paradice Brooks prior to filing the lawsuit; 2) Preparing the initial complaint and amendments; 3) Preparing Original and Amended PAGA Notices; 4) Propounding discovery; 5) Reviewing and working with administrator Re: Belaire-West notice to Class Members; 6) Interviewing more than 20 class members; 7) Preparing and exchanging written discovery and meet and confer efforts; 8) Preparing for depositions including defending both Plaintiffs' depositions; 9) Reviewing documents produced by Defendants; 10) Preparing for and conducting depositions of Defendants' designated PMK's; 11)

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[1] Further details regarding Plaintiffs' work on the case will be presented in a declaration with the motion for final approval.

Reviewing payroll data/information, wage production, and policies; 12) Conducting ongoing discussions with retained experts relating to data provided to Plaintiffs; 13) Creating damage models; 14) Preparing stipulations for a class certification schedule; and 15) Examining and analyzing data.

VII. THE PROPOSED ATTORNEYS' FEE AWARD PRELIMINARILY APPROPRIATE

68. Pursuant to the Settlement Agreement, Plaintiffs' counsel will seek attorneys' fees not to exceed $183,315,000 (33.33% of the Gross Settlement Amount) and actual litigation costs not to exceed $60,000. Sett. Agmt. ¶ 2. Class counsel appreciates that this Court will utilize the period of time before the hearing on final approval to consider any comments from Class Members and inform itself of all aspects of the settlement. Further, at the final approval stage, this Court will rule upon the reasonableness of any attorney's fees, the class representatives' enhancement requests and general release payments, and repayment of costs advanced by Plaintiffs' counsel. In preparation for final approval, Plaintiffs will provide this Court with further briefing pertaining to those requests.

VIII. <u>EDUCATION AND EXPERIENCE</u>

69. I graduated from Western State University School of Law in 1999 after pursuing undergraduate studies in the United Kingdom. I am admitted to practice law before all courts in the State of California and I am licensed in Washington D.C.

70. I have been practicing law full time for approximately 25 years. My practice has been devoted to complex class action and/or representative action litigation. Much of this litigation has involved class action and representative action prosecution of wage and hour laws (state and federal), state and federal privacy laws (FCRA, CCPA and CCCRA) and consumer laws.

71. I have been named a Super Lawyer from 2014-2022, 2025 and won awards such as Class Action Attorney of the Year. I have represented and continue to represent plaintiffs in various types of class action cases.

72. I have served as lead class counsel in several cases and as counsel in PAGA representative actions, including some of the following, which are set forth below:

a. *Reid v. Diedrich Coffee, Inc., et al*., U.S. District Court, Central District of California, Case No. SACV06-888 AG (MLGx);

b. *Scerca v. Town & Country, et al.,* U.S. District Court, Central District of

California, Case No. SACV06-889 AG (MLGx);

c. *Hilliard v. Ameriquest, et al. and Torok v. Ameriquest, et al.,* U.S. District Court Central District of California, Case No. SACV06-892 JVS (ANx);

d. *Strich v. Solstice Capital*, *et al.,* U.S. District Court Central District of California, Case No. CV05-8757 SGL (RNBx);

e. *The Parking Concepts Wage & Hour Cases*, Los Angeles County Superior Court, Case No. JCCP 4531;

f. *Griffin et al. v 725 Baker LLC, Orange County County Superior Court,* Case No. 30-2010-00397655-CU-OE-CXC;

g. *Leon v. Allied Exhaust Systems*, Los Angeles Superior Court, Case No.: BC438653;

h. *De Los Santos v. Lala's Argentine Grill,* Los Angeles Superior Court, Case No. BC472215;

i. *Duarte v. Heroes Restaurants, Inc.,* Orange County Superior Court, Case No.: 30-2012-00581304;

j. *Lopez v. My World Enterprises, Inc*., Los Angeles Superior Court, Case No. BC506687;

k. *Taylor v. Loandepot.com, llc*., Orange County Superior Court, Case No. 30-2013-00648925;

l. *Soto v. Wild Planet, Inc*., Northern District of California, Case No. 5:15-cv-05082, resulting in a settlement on behalf of class members;

m. *Tran v. Paramount Mortgage, LLC*, Orange County Superior Court, Case No. 30-00827323 resulting in a settlement on behalf of class members;

n. *Morris v. SolarCity Corporation*, Northern District of California, Case No. 5:15-cv-005107, resulting in a $15,000,000.00 settlement on behalf of class members;

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o. *Santoli v. The Money Source, Inc., et al.*, Orange County Superior Court, Case No. 30-2017-00917450 resulting in a $1,500,000.00 settlement on behalf of class members;

p. *Lavelle v. Nationstar Mortgage, et al*., Orange County Superior Court, Case No. 30-2017-00917438 resulting in a $10,050,000.00 settlement on behalf of class members;

q. *Arnold v. Guaranteed Rate Inc., et al*., Ventura County Superior Court, Case No. 56-2019-00523081-CU-OE-VT;

r. *Sicairos v. Staffmark Investment, LLC, et al*., Orange County Superior Court, Case No. 30-2019-01050988, PAGA only action, resulting in a $1,500,000 settlement on behalf of aggrieved employees, resulting in $350 per pay period and approximately $2,000 per aggrieved employee;

s. *Louka v. Nations Direct Mortgage, et al.,* Orange County Superior Court, Case No. 30-2019-01042277-CU-OE-CXC;

t. *Arevalos v. Americor Funding, Inc., et al.*, Orange County Superior Court, Case No. 30-2019-01068606-CU-OE-CX;

u. *Nelson v. Bridgestone Retail Operations, LLC, et al*. San Diego Superior Court, Case No. 37-2020-00035994-CU-OE-CTL, coordinated with *Bridgestone Retail Wage and Hour Cases*, JCCP Action, San Bernardino Superior Court, Case No. JCCP 5054, consolidated with *Strawn v. Bridgestone Retail Operations, LLC, et al*., Sacramento Superior Court, Case No. 34-2018-00242049;

v. *Jones v. Apple, Inc.*, et al., Merced County Superior Court, Case No. 18CV-0455; PAGA only action;

w. *Sandoval v. Home Depot U.S.A., Inc.*, Alameda County Superior Court, Case No. 22CV015414, PAGA only action;

x. *Vasquez v. Xpress Global Systems LLC, et al*., Alameda County Superior Court, Case No. 23CV034375; and

/ /

y. *Brew v. Rocket Mortgage, et al.,* San Mateo Superior Court, Case No. 24-CIV-00893.

73. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise.

74. My hourly rate for non-contingent matters is $1,050.00.

75. My billing rate is $1,050.00 and I have been awarded $1,050.00 as my hourly rate by other courts as a part of the fee request in class action litigation.

76. My firm undertook this representation on a contingent basis recognizing that the risk of non-payment has been high throughout this litigation, especially considering Defendant's policies appeared to be facially compliant. I recognized that there were substantial uncertainties in the viability of this case as a class action. A realistic assessment shows that the risks in the resolution of the liability issues, protracted litigation in this action as well as the probable appeals process, are great.

77. The proposed settlement reflects approximately 58% of the estimated recovery the Class could reasonably expect in light of the significant litigation risks, and will provide tangible, monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered in this case exceeds percentages routinely approved by courts.

IX. NOTICE TO THE LWDA

78. This Motion, supporting papers, and the Settlement Agreement is submitted to the LWDA PAGA Portal contemporaneously with the filing of this Motion. See proofs of submission attached hereto as **Exhibits 4-6**.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on November 20, 2025, at Newport Beach, California.

Reuben D. Nathan

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

IT IS HEREBY STIPULATED, by and between the parties in the civil actions entitled *Paradice Brooks, Ignacio Gomez, and Gail Gaines v. Big Bang Enterprises, Inc.*, San Bernardino County Superior Court Case No. CIVSB2135164 (hereinafter the "*Brooks* Action"); and subject to the approval of the Court (as defined below), that the *Brooks* Action hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement ("Agreement," "Settlement," or "Stipulation") and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Stipulation.

DEFINITIONS

1. "Class Counsel" means Reuben D. Nathan of Nathan & Associates, APC, David Mara and Matthew Crawford of Mara Law Firm, PC, and Kashif Haque, Jessica Campbell, and Joseph Szilagyi of Aegis Law Firm, PC.

2. "Class Counsel Award" means the Court-approved attorneys' fees for Class Counsel's litigation and resolution of the *Brooks* Actions, not to exceed one-third (33.33%) of the Gross Settlement Amount (as defined below), and the Court-approved costs incurred by Class Counsel in connection with the *Brooks* Actions (in an amount to be determined, but currently not believed to exceed $60,000.00).

3. "Class Information" or "Class Lists" means information regarding Class Members (as defined below), and PAGA Members (as defined below), that Defendant shall in good faith compile from its records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator (as defined below). Class Information shall be transmitted in Microsoft Excel format and shall include each Class Member's, and PAGA Member's:(i) full name; (ii) last known address; (iii) Social Security number; and (iv) the dates of employment and/or the number of Workweeks (as defined below) worked for Defendant as a Class Member.

4. "Class Members" or "Settlement Class" means: All individuals employed in

California by Defendant in hourly, non-exempt positions during the Class Period (as defined below).

5. "Class Period" means July 15, 2016, through August 30, 2025, unless the Escalator Clause set forth in Paragraph 65, below is triggered and Defendant elects to end the Class Period on the date on which the number of Workweeks reached 11,768..

6. "Class Representative Service Awards" means the Court-approved amount to be paid to each of the Plaintiffs (as defined below) in an amount of up to Ten Thousand Dollars and No Cents ($10,000.00), in recognition of each of the Plaintiffs' efforts and risks in prosecuting the *Brooks* Actions.

7. "Court" shall mean the San Bernardino County Superior Court.

8. "Defendant" means Big Bang Enterprises, Inc.

9. "Defense Counsel" means Diana M. Estrada and Brian C. Foster of Wilson Elser Moskowitz Edelman & Dicker LLP.

10. "Effective Date" means the date on which the Final Order and Judgment (as defined below) entered by the Court becomes final. For purposes of this Section, the Final Order and Judgment "becomes final" only after the Court grants the Motion for Final Approval and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Final Order and Judgment (this time period shall not be less than sixty (60) calendar days after the Court's Order is entered); (ii) the date of affirmance of an appeal of the Final Order and Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Final Order and Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Final Order and Judgment. It is the intention of the Parties that the Settlement shall not become effective until the Court's Final Approval and Judgment has become completely final, and no timely recourse remains for an appellant or objector to contest the Settlement.

11. "Employer's Share of Payroll Taxes" means Defendant's portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion of each Individual Settlement Award (as defined below) that is designated as wages.

12. "Final Approval Hearing" means the hearing to be conducted by the Court after preliminary approval of the Settlement and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the Settlement Class and Settlement and to object to the Settlement, at which time Plaintiffs shall request that the Court finally approve the Settlement, enter the Final Order and Judgment (as defined below), and take other appropriate action.

13. "Final Order and Judgment" means the order and judgment to be entered by the Court upon granting final approval of the Settlement and this Stipulation of Settlement as binding upon the Parties and Participating Class Members (as defined below). A proposed Final Order and Judgment shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiffs' Motion for Final Approval of the Settlement.

14. "Final Report" means the report to be prepared by the Settlement Administrator (after the expiration of the 180-day period in which Participating Class Members must cash/deposit their Individual Settlement Award payment checks) regarding the distribution of the Gross Settlement Amount, including the total amount that was cashed/deposited by Participating Class Members and the total amount of any unpaid residue or unclaimed or abandoned funds pursuant to California Code of Civil Procedure section 384.

15. "Gross Settlement Amount" or "GSA" means the total amount Defendant shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Awards to Participating Class Members, the Class Counsel Award, the Class Representative Service Awards, PAGA Payment (as defined below), and Settlement Administration Costs (as defined below). Subject to Court approval and the terms of this Stipulation of Settlement, the GSA shall not exceed Five Hundred and Fifty Thousand Dollars and No Cents ($550,000.00), unless the Escalator Clause set forth in Paragraph 65, below is triggered. The Gross Settlement Amount does not include Defendant's share of payroll taxes for the Individual Settlement Awards (as defined below), which shall be paid separately from, and in addition to, the GSA.

16. "Individual PAGA Payment" means the portion of the payment derived from the

amount set aside for the PAGA claim assigned to each PAGA Member based on the Net Settlement Amount (as defined below) and paid as a part of the Individual Settlement Award."

17. "Individual Settlement Award" means the amount payable from the Net Settlement Amount (as defined below) to each Participating Class Member.

18. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Awards, PAGA Payment, and Settlement Administration Costs.

19. "Notice of Objection" means a Class Member's valid and timely submission of a written objection to the Settlement. The Notice of Objection should include: (a) the objector's full name, signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage Class Members from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment. Non-Participating Class Members (*i.e.,* Class Members who submit valid Requests for Exclusion) may not submit a Notice of Objection to the Settlement. If a Class Member submits both a Request for Exclusion and a Notice of Objection, the Notice of Objection shall be ignored, and the Request for Exclusion will be deemed controlling.

20. "Operative Complaint" means the First Amended Complaint filed on July 22, 2022, in the *Brooks Action* pursuant to this Settlement, and by stipulation of the Parties, combining and consolidating all factual and legal claims and Labor Code violations currently alleged, and all class and PAGA claims, collectively, in the *Brooks* Actions. Upon approval by the Court of, and the filing of, the Operative Complaint, Plaintiffs shall take all necessary steps to effectuate the dismissal of the *Brooks* Action.

21. "PAGA Members" means: All individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period (as defined below).

22. "PAGA Notices" mean, collectively, (a) the Brooks letters sent by Paradice

Brooks' attorneys on November 14, 2019 and June 25, 2020, to the California Labor Workforce Development Agency ("LWDA") pursuant to Labor Code §2699.3(a)/(c) seeking to exhaust Paradice Brooks administrative remedies under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code §§2698, *et seq.*; (b) the December 27, 2021 letter that Ignacio Gomez' attorneys sent to the LWDA pursuant to Labor Code § 2699.3(a)/(c) seeking to exhaust Ignacio Gomez administrative remedies under PAGA; and (c) the February 9, 2022 letter that Gaines' attorneys sent to the LWDA pursuant to Labor Code § 2699.3(a)/(c) seeking to exhaust Gail Gaines administrative remedies under PAGA

23. "PAGA Payment" means the amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00), subject to Court approval, to be paid from the Gross Settlement Amount for satisfaction of claims under the California Private Attorneys' General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA"). Pursuant to the PAGA, seventy five percent (75%) of the PAGA Payment, or Eighteen Thousand Seven Hundred and Fifty Dollars and No Cents ($18,750.00), will be paid to the LWDA and twenty five percent (25%), or Six Thousand Two Hundred and Fifty Dollars and No Cents ($6,250.00), will be distributed as the Individual PAGA Payments to PAGA Members through the Individual Settlement Award.

24. "PAGA Period" means November 14, 2018, through August 30, 2025 unless the Escalator Clause set forth in Paragraph 65, below is triggered and Defendant elects to end the PAGA Period on the date on which the number of Workweeks reached 11,768.

25. "PAGA Release" or "PAGA Released Claims" means the release by all PAGA Member for all 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 as pled in the Operative Complaint and the PAGA Notices, during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members who are also PAGA Members who exclude themselves from this Settlement shall still receive an Individual PAGA Payment directly from the Settlement Administrator for the amount of each such individual's estimated

share of the PAGA Payment as calculated by the Settlement Administrator, and shall not be able to object to or exclude themselves from releasing the PAGA Released Claims against Defendant.

26. “Participating Class Members” means Plaintiffs and all other Class Members who do not submit a valid and timely Request for Exclusion.

27. “Parties” means Plaintiffs and Defendant.

28. “Plaintiffs” mean, collectively, Paradice Brooks (“Brooks”), Ignacio Gomez (“Gomez”), and Gail Ann Gaines (“Gaines”).

29. “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation of Settlement. A proposed Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiffs’ Motion for Preliminary Approval of the Settlement.

30. “Released Claims” includes all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, for all claims other than the PAGA Released Claims that are pled in the Operative Complaint, based on or arising out of the factual allegations therein, during the Class Period, including: (a) all claims 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, 1199; (b) all claims for 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); (c) all claims for failure to timely pay wages under Cal. Labor Code §§ 204; (d) all claims for failure to provide lawful meal periods or compensation in lieu of under Cal. Labor Code §§ 226.7, 512, IWC Wage Order No. 4-2001(11), and Cal. Code Regs., tit. 8, § 11040; (d) all claims for 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; (e) all claims for 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; (f) all

claims for failure to maintain accurate employment records under Cal. Labor Code §§ 1174, 1174.5 and 2810.5; (g) all claims for failure to pay all wages due at the time of termination from employment under Cal. Labor Code §§ 201-203; (h) all claims for failure to adopt a compliant sick pay/paid time off policy under Cal. Labor Code §§ 233, 234, 246; (i) all claims for failure to reimburse/illegal deductions under Cal. Labor Code §§ 221-224, 2751, 2802, Cal. Code Regs., Title 8, section 11040(8); (j) all claims for violation of wage theft prevention act under Cal. Labor Code § 2810.5; (k) California Business and Professions Code § 17200, et seq. based on the aforementioned; (l) liquidated damages; (m) interest; (n) attorneys' fees; and (o) attorneys' costs.

31. "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.

32. "Request for Exclusion" means a written statement submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must be in writing and should: (i) be signed by the Class Member; (ii) contain the name, address, telephone number, and the last four digits of the Social Security number of the Class Member requesting exclusion; (iii) clearly state that the Class Member does not wish to be included in the Settlement; (iv) be returned by e-mail, fax, or mail to the Settlement Administrator at the specific address and/or facsimile number provided by the Settlement Administrator for such return; and (v) be e-mailed, faxed, or postmarked on or before the Response Deadline (as defined below). The date of the e-mail, fax, or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement if the Settlement is granted final approval by the Court. Any Class Member who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class and will not have any right to object, appeal, or comment on the Settlement, but will remain as a PAGA Member and will receive an Individual

PAGA Payment for the PAGA Released Claims. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a complete list of all Class Members who submitted a timely and valid Request for Exclusion.

33. "Response Deadline" means 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 (as defined below). The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Settlement Notices by the Settlement Administrator 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. The Response Deadline may also be extended by express agreement between Class Counsel and Defense Counsel. Under no circumstances, however, will the Settlement Administrator have the unilateral authority to extend the deadline for Class Members to submit a Request for Exclusion, objection, or Workweek Dispute to the Settlement.

34. "Settlement Administrator" or "Administrator" means Phoenix Settlement Administrators, the third-party settlement administrator agreed to by the Parties, to be approved by the Court, for purposes of administering this Settlement. The Parties each represent that they will not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. "Settlement Administration Costs" means the reasonable costs and fees of administering the Settlement to be paid from the Gross Settlement Amount, not to exceed Thirty Thousand Dollars and No Cents ($15,000.00), including, but not limited to: (i) maintaining a website with information about the Settlement and relevant documents (including, but not limited to, the Settlement Agreement, the Operative Complaint, and the Court's Preliminary Approval Order); (ii) printing, mailing and re-mailing (if necessary) of the Settlement Notice (as defined below) to Class Members; (iii) preparing and submitting to Class Members, PAGA Members, and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Settlement Awards, Individual PAGA Payments, the Class Representative

Service Awards, and the Class Counsel Award; (v) processing and validating Requests for Exclusion; (vi) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; and (viii) transmitting uncashed Individual Settlement Award and/or Individual PAGA Payment checks to the California State Controller's Office Unclaimed Property Fund, as described further herein.

36. "Settlement Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member containing: (i) information regarding the nature of the Consolidated Actions; (ii) a summary of the Settlement's principal terms; (iii) the Class definitions; (iv) the total number of Workweeks the respective Class Member worked for Defendant (according to Defendant's best available records, and as further set forth in the definition of "Workweeks" herein); (v) the Class Member's estimated Individual Settlement Award and the formula for calculating Individual Settlement Awards; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit disputes regarding Workweeks, Requests for Exclusion, and/or Notices of Objection; (viii) the Response Deadline; and (ix) the claims to be released pursuant to the Settlement of the *Brooks* Actions.

37. "Workweeks" means the number of Workweeks worked by each Class Member for Defendant as a non-exempt employee during the Class Period. For purposes of payment, a Workweek shall be defined as any workweek in which the Class Member worked at least one shift. To the extent Defendant does not have information about weeks worked readily available due to gaps in their electronic or paper time records, Defendant shall use its best available information, including extrapolations where necessary, to compute actual Workweeks, and provide that information to the Settlement Administrator.

38. "Workweek Dispute" means a written statement that a Class Member disputes the number of Workweeks, as defined herein, listed on his/her Settlement Notice. Any such Workweek Dispute must be e-mailed, faxed, or mailed to the Settlement Administrator by the

Response Deadline. The date of the e-mail, fax, or postmark on the mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and should contain: (i) the Class Member's full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment identified for each Class Member in the applicable Class Lists and the number of Workweeks for each Class Member as defined herein will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the Settlement Administrator, with consultation with Defense Counsel and/or Class Counsel as appropriate. If the Workweek Dispute cannot be resolved by the Settlement Administrator, then it shall be resolved by the Court.

39. "Workweek Value" means the value of each compensable Workweek, as determined by the formula set forth herein.

RECITALS

40. Procedural History.

a. On November 14, 2019, and June 25, 2020, Brooks through her attorneys, submitted the original letter and an amended letter to the LWDA for the purpose of complying with California Labor Code § 2699.3's notice requirement.

b. On December 27, 2021, Gomez through his attorneys, submitted a letter to the LWDA for the purpose of complying with California Labor Code § 2699.3's notice requirement.

c. On February 9, 2022, Gaines through her attorneys, submitted a letter to the LWDA for the purpose of complying with California Labor Code § 2699.3's notice requirement.

d. On July 15, 2020, Brooks filed her Class Action Complaint with the Contra Costa Superior Court; Case No. MSC20-01342 ("Brooks Contra Costa Action"). On January 11, 2021, Brooks filed the First Amended Complaint in the Brooks Contra Costa

Action. On May 12, 2021, Brooks filed the Second Amended Complaint in the Brooks Contra Costa Action alleging the following causes of action: (1) Failure to Pay All Wages; (2) Failure to Timely Pay Wages; (3) Failure to Maintain Accurate Employment Records; (4) Improper Wages Statements; (5) Improper Meal Periods; (6) Improper Rest Periods; (7) Wages Not Paid Upon Separation, (8) Unlawful Deductions (9) Failure to Provide Written Notice Pursuant to Labor Code § 2810.5; (10) Unfair Business Practices; and (11) Violation of Labor Code § 2698 et seq.

e. On December 28, 2021, Gomez filed his class action Complaint with the San Bernardino Superior Court; Case No. CIVSB2135164 ("Gomez Class Action"), alleging causes of action for 1) failure to pay all straight time wages, 2) failure to pay all overtime wages, 3) failure to provide meal periods, 4) failure to authorize and permit rest periods, 5) knowing and intentional failure to comply with itemized employee wage statements, 6) failure to pay all wages due at the time of termination of employment, 7) failure to adopt a compliant sick pay/paid time off policy, 8) failure to reimburse/illegal deductions, and 9) violation of unfair competition law.

f. On March 8, 2022, Gomez filed his PAGA Complaint with the San Bernardino Superior Court; Case No. CIVSB2204888 ("Gomez PAGA Action"), alleging causes of action for 1) failure to pay straight, regular rate wages for all work performed, 2) failure to pay all overtime wages, 3) failure to provide meal periods, 4) failure to provide rest periods, 5) failure to pay wages due at termination, 6) knowing and intentional failure to comply with itemized employee wage statements, 7) failure to pay employees two times per month, 8) failure to provide paid sick days, and 9) failure to reimburse business expenses incurred in discharging duties.

g. On February 10, 2022, Gaines filed the Class Action Complaint with the Contra Costa Superior Court; Case No. MSC22-00281 ("Gaines Action"), alleging causes of action: 1) failure to pay minimum wages, 2) failure to pay overtime wages, 3) failure to provide meal periods, 4) failure to permit rest breaks, 5) failure to reimburse business expenses, 6) failure to provide accurate itemized wage statements, 7) failure to pay all wages due upon separation of employment, and 8) violation of business and professions code §§ 17200, et seq.

h. On April 14, 2022, Defendants in the Gomez Class Action, filed the Notice of Related Case, notifying the court of the related Brooks Contra Costa Action and the Gaines Action. On June 15, 2022, the Court in the Gomez Class Action issued the Minute Order, ordering Plaintiffs' counsel to file the first amended consolidated complaint within 60 days of the Court's order.

i. On July 22, 2022, Paradice Brooks, Ignacio Gomez, and Gail Ann Gaines filed the consolidated First Amended Class Action Complaint ("Consolidated FAC") in the Gomez Class Action, alleging causes of action for: 1) failure to pay all straight time wages, 2) failure to pay all overtime wages, 3) failure to timely pay wages, 4) failure to provide meal periods, 5) failure to authorize and permit rest periods, 6) knowing and intentional failure to comply with itemized employee wage statement provisions, 7) failure to maintain accurate employment records, 8) failure to pay all wages due at the time of termination of employment, 9) failure to adopt a compliant sick pay/paid time off policy, 10) failure to reimburse/illegal deductions, 11) violation of wage theft prevention act, 12) violation of unfair competition law, and 13) violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA"), which is referred to herein as the "*Brooks* Action".

j. On October 27, 2022, the Parties in the Brooks Contra Costa Action filed the Joint Stipulation for Dismissal. On October 28, 2022, the Court in the Brooks Contra Costa Action issued its Order granting the Parties' Joint Stipulation for Dismissal, dismissing the Brooks Contra Costa Action as to Plaintiff's individual claims without prejudice, the putative class claims without prejudice, the PAGA claims without prejudice, and the action in its entirety, without prejudice.

k. On November 23, 2022, Gaines filed the Request for Dismissal of the Gaines Action, without prejudice. On November 29, 2022, the Court issued its Order granting Plaintiff's Request for Dismissal, dismissing the Gaines Action without prejudice.

l. On February 28, 2023, Gomez filed the Request for Dismissal of the Gomez PAGA Action. On March 20, 2023, the Court issued its Minute Order, ordering the

Gomez PAGA Action dismissed without prejudice.

m. On March 18, 2025, the Parties participated in a full-day mediation with mediator Doug Leach. The Parties did not resolve the case at mediation.

n. On June 30, 2025, the Parties participated in a half day second session mediation with mediator Doug Leach. The Parties did not resolve the case at the second session mediation.

o. After subsequent discussions by and between the Parties and Mr. Leach, Mr. Leach issued a mediator's proposal that the Parties subsequently accepted, memorializing their agreement to resolve the *Brooks* Action.

41. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs' disputes in the Consolidated Actions through trial and through any possible appeals. Plaintiffs also have considered the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Consolidated Actions, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution, and other relief sought in the Consolidated Actions. Plaintiffs and Class Counsel also have taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests of all Class Members.

42. Defendant's Reasons for Settlement. Defendant has concluded that further defense of the *Brooks* Actions would be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Defendant contends it is not liable for any of the claims alleged by Plaintiffs in the Brooks Actions

and denies any liability whatsoever. Defendant, nonetheless, has agreed to settle in the manner and upon the terms set forth in this Stipulation and to fully and finally put to rest the claims alleged in the Consolidated Actions. Defendant has asserted and continues to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Consolidated Actions. Defendant contends that it has complied with all applicable state, federal and local laws. In the event this Settlement does not obtain final approval, Defendant retains all rights to defend itself in this matter and to take any actions in defense of itself that are available to it.

CLASS CERTIFICATION

43. Solely for purposes of settling the Consolidated Actions, and not for purposes of class certification should the Settlement not be approved or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. More specifically, for purposes of settlement only, the Parties stipulate and agree that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

b. There are common questions of law and fact;

c. Plaintiffs' claims are typical of the claims of the Class Members;

d. Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class Members;

e. The prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct; and

f. Questions of law and fact common to the Class Members predominate over any questions affecting any individual Class Member, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

44. Should this Settlement not be approved or be terminated, all stipulations set forth in the immediately preceding Paragraph shall be null and void and shall not be admissible for any purpose whatsoever.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

45. Binding Settlement. This Settlement shall bind the Parties and all Participating Class Members, PAGA Members, subject to the terms and conditions hereof and the Court's approval.

52. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Participating Class Members, and PAGA Members, are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members, Exempt PAGA Members, and PAGA Members, as well as Class Counsel, understand and agree that they shall be solely and legally responsible for the payment of all applicable taxes and penalties assessed on the payments specified herein.

53. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT (I) NO PROVISION OF THIS STIPULATION OF SETTLEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (II) 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 STIPULATION OF SETTLEMENT, (B) HAS

NOT ENTERED INTO THIS STIPULATION OF SETTLEMENT 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 STIPULATION OF SETTLEMENT.

54. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing on Plaintiffs' motion for preliminary approval to take place at a time mutually agreed to by the Parties so that the Parties may request provisional certification of the Settlement Class for settlement purposes only and the setting of a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. Plaintiffs shall provide Defense Counsel with a reasonable opportunity to review and provide comments on the moving papers prior to Plaintiffs submitting the motion for preliminary approval to the Court.

55. Release by All Participating Class Members. All Participating Class Members, including Plaintiffs, shall be deemed to have released their respective Released Claims against the Released Parties upon the date on which the payment of the Gross Settlement Amount and all employer-side payroll taxes is made by Defendant. Plaintiffs and Class Members who do not submit a Request for Exclusion as set forth above will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims that accrued during the Class Period. Each Participating Class Member (*i.e.*, each Class Member who has not submitted a valid Request for

Exclusion) fully releases and discharges the Released Parties as to all Released Claims during the Class Period.

56. PAGA Release by Plaintiffs, PAGA Members, and State of California. Plaintiffs, PAGA Members, Exempt PAGA Members, and the State of California shall be deemed to have released their respective PAGA Released Claims against the Released Parties upon the date on which the payment of the Gross Settlement Amount and all employer side payroll taxes is made by Defendant. It is understood that PAGA Members, and Exempt PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Release. Further, all PAGA Members are bound by the PAGA Release regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payment.

57. Additional Release and Waiver of Claims by Plaintiffs. In addition to the releases of Released Claims and PAGA Released Claims against the Released Parties, as set forth above, Plaintiffs, in their individual capacities, agree to release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement including but not limited to claims arising from or related to their employment with Defendant and their compensation while an employee of Defendant ("Plaintiffs' Released Claims"). Plaintiffs enter this general release of any and all claims against Defendant and the Released Parties. Plaintiffs' Released Claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. To affect a full and complete general release as described above, Plaintiffs expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Stipulation is intended to include in its effect, without limitation, all claims, Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this Stipulation, and that this Stipulation contemplates the extinguishment of any such claims. Plaintiffs warrant that they have read this Stipulation, including this waiver of California Civil Code section 1542, and that Plaintiffs have consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this Stipulation and specifically about the waiver of section 1542, and that Plaintiffs understand this Stipulation and the section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Stipulation. Plaintiffs further acknowledge that Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or described in this Stipulation, and even so Plaintiffs agree that the releases and agreements contained in this Stipulation shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Stipulation or with regard to any facts now unknown to Plaintiffs relating thereto.

58. Settlement Administration.

a. Within twenty-one (21) calendar days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List for purposes of mailing the Settlement Notices to Class Members including PAGA Members. The Settlement Administrator shall not be permitted to share any Class Information included in the Class List with Plaintiffs or Class Counsel absent express approval by Defense Counsel.

i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the

Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within seven (7) calendar days after receiving the Class List from Defendant as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, PAGA Member, and Exempt PAGA Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member and PAGA Member. The Parties agree that this procedure for notice provides the best notice practicable to Class Members, PAGA Members, and fully complies with due process.

ii. Undeliverable Settlement Notices. Any Settlement Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within five (5) calendar days of receipt of the returned Settlement Notice by the Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing to the Class Member whose Settlement Notice was returned as non-deliverable within five (5) calendar days of receipt of the returned Settlement Notice by the Settlement Administrator, assuming another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice does not receive the Settlement Notice, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

iii. Determination of Individual Settlement Awards Including PAGA Payments. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms of this Stipulation of Settlement, based on the Workweek information as provided by Defendant and defined above. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Award including PAGA Payment shall be binding upon the Class Members and the Parties; however, it is subject to Court review as appropriate.

iv. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Settlement Administrator concerning the administration of the Settlement, in consultation with Class Counsel and Defense Counsel, shall be resolved by the Court.

b. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Stipulation of Settlement.

c. Certification Reports Regarding Individual Settlement Award Calculations. The Settlement Administrator will provide Defense counsel and Class Counsel a weekly status report which reports: (i) the number of Class Members who have submitted valid Requests for Exclusion or objections; and (ii) whether any Class Member has submitted a challenge to any information contained in their Settlement Notice, including but not limited to the number of Class Members from the Settlement Class who have submitted a dispute of Workweeks. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

d. Best Efforts. The Parties agree to use their best efforts to carry out the terms of this Settlement.

59. Funding and Allocation of Gross Settlement Amount. The Gross Settlement Amount and the Employer's Share of Payroll Taxes shall be paid by Defendant in one lump sum payment within thirty (30) calendar days of the Effective Date. Defendant shall provide the Gross Settlement Amount to the Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire transfer. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled, or fails to become effective for any reason, or if the Effective

Date does not occur, then no portion of the Gross Settlement Amount shall be paid.

a. Payments to the Class Members. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Gross Settlement Amount shall revert to Defendant or result in an unpaid residue. The Settlement Administrator shall first compute the Net Settlement Amount by deducting from the Gross Settlement Amount approved by the Court for the Class Counsel Award, Class Representative Service Awards, PAGA Payment to the LWDA, and Settlement Administration Costs. To the extent the Court does not approve the full requested attorneys' fees, litigation costs, enhancement payments or settlement administration costs, the Net Settlement Amount will increase accordingly, by the difference between the requested amount and the amount awarded by the Court.

i. Individual Settlement Award: From the Net Settlement Amount, the Settlement Administrator will calculate each Individual Settlement Award by dividing the Net Settlement Amount by the total number of Workweeks, resulting in the Workweek Value; and then multiplying the Workweek Value by the number of Workweeks worked by each Class Member, as defined above. As necessary, and to the extent not already provided by Defendant, the Settlement Administrator will calculate the number of Workweeks worked by the Class Members during the Class Period. The Settlement Administrator will also calculate the amount to be paid per Workweek, and the Individual Settlement Awards to eligible Class Members. All Workweek Disputes will be resolved and decided by the Settlement Administrator, in consultation with Class Counsel and/or Defense Counsel, as appropriate, and subject to review by the Court as needed.

ii. Individual Settlement Award including PAGA Payments shall be mailed by the Settlement Administrator by regular First-Class U.S. Mail to each Participating Class Member and PAGA Member last known mailing address within ten (10) calendar days after Defendant provide the Settlement Administrator with the Gross Settlement Amount.

iii. Should any of the following occur, the Settlement Administrator will proportionately increase the estimated Individual Settlement Award of each Participating

Class Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion following the provision of Settlement Notices and expiration of the Response Deadline; (ii) the Court approves the Class Representative Service Awards in amounts less than those requested by Plaintiffs, as detailed herein; (iii) the Court approves a Class Counsel Award in an amount less than that requested by Plaintiffs, as detailed herein; and/or (iv) the Court approves Settlement Administration Costs in an amount less than that requested by Plaintiffs, as detailed herein.

iv. Individual Settlement Award payments including PAGA Payments shall be made by check and shall be made payable to each Participating Class Member including PAGA Member as set forth in this Stipulation of Settlement.

v. Individual Settlement Awards shall be allocated as follows: twenty percent (20%) as alleged unpaid wages subject to all applicable tax withholdings; forty percent (40%) as alleged unpaid interest; and forty percent (40%) as alleged unpaid penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for the portion of each Individual Settlement Award payment allocated as alleged unpaid wages and subject to all applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member including PAGA Member, for the portion of each Individual Settlement Award including Individual PAGA Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely manner.

vi. After the expiration of the 180-day period to cash/deposit the Individual Settlement Award checks, the Settlement Administrator will prepare the Final Report regarding the distribution of the Gross Settlement Amount as detailed above. The total amount of any uncashed settlement checks will be transmitted to the California State Controller's Office Unclaimed Property Fund, in the name of the individual.

vii. In the event a Participating Class Member or PAGA Member fails to cash/deposit his or her Individual Settlement Award check and/or Individual PAGA Payment check, the Participating Class Member, or PAGA Member shall nevertheless remain bound by the Settlement.

viii. All monies received by Class Members under the Settlement which are attributable to wages shall constitute income to such Class Members solely in the year in which such monies are received by the Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the periods covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement Awards including PAGA Payments provided for in this Stipulation of Settlement are the sole payments to be made by Defendant to Class Members in connection with this Settlement, with the exception of Plaintiffs, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Awards including PAGA Payments.

60. Settlement Administration Costs. The Settlement Administration fees and expenses, which are estimated not to exceed Thirty Thousand Dollars and No Cents ($15,000.00), shall be paid from the Gross Settlement Amount. Prior to Plaintiffs filing a Motion for Final Approval of the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

i. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and from which payments required by the Settlement shall be made.

61. Payroll Taxes. In accordance with this Settlement and to the fullest extent possible, the Gross Settlement Amount shall resolve, satisfy and completely extinguish all of Defendant's liability with respect to the Class Members and PAGA Members, except that Defendant shall solely be responsible for the Employer's Share of Payroll Taxes and these taxes shall be paid by Defendant in addition to the GSA. Upon the transfer of the Gross Settlement Amount and the employer portion of payroll taxes on the portion of the Individual Settlement Awards that constitutes wages, Defendant shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by any person or entity anywhere in the world in connection with the Class Members.

62. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Following expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for the Court to determine whether to grant final approval of the Settlement, including determining the amounts properly payable for: (i) the Class Counsel Award; and (ii) the Class Representative Service Award. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for final approval.

63. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement to the Court in support of Plaintiffs' motion for preliminary approval of the Settlement and determination by the Court as to its fairness, adequacy, and reasonableness. As part of Plaintiffs' motion for preliminary approval, Plaintiffs shall also apply to the Court for the entry of an Order as follows:

a. Certifying the Settlement Class for settlement purposes only;

b. Approving, as to form and content, the proposed Settlement Notice;

c. Approving the manner and method for Class Members to object or request exclusion from the Settlement, as contained herein and within the Settlement Notice;

d. Directing the mailing of the Settlement Notices to Class Members, by first class mail;

e. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and

f. Setting a Final Approval Hearing.

64. Duties of the Parties Following Final Approval. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Order of Approval and Judgment:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and costs;

c. Approving the Class Representative Service Awards payments to Plaintiffs;

d. Setting a date when the Parties shall submit the Final Report regarding the distribution of the Gross Settlement Amount pursuant to California Code of Civil Procedure section 384, and, if necessary a date for a final accounting hearing following its receipt of the Final Report;

e. Entering judgment in this Action barring and enjoining all members of the Settlement Class from prosecuting against any of the Released Parties, any individual or class, or representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all payments and obligations hereunder.

65. Escalator Clause. For purposes of this Settlement, Defendant estimated that there were 10,699 Workweeks between the start of the Class Period and the date of mediations (March 18, 2025, and June 30, 2025). If it is determined that the number of Workweeks during

the Class Period exceeds that number by more than ten percent (10%), *i.e.*, exceeds 11,768 Workweeks, then Defendant may elect to either (a) end the Class Period and PAGA Period on the date on which the number of Workweeks reached 11,768, or (b) increase the GSA on a *pro rata* basis by any increase after that trigger threshold (*i.e.*, a 14% increase in Workweeks would result in a 4% increase in the GSA, and so forth).

66. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation of Settlement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation of Settlement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the *Brooks* Actions, and shall not be used in any other civil, criminal or administrative action against Defendant or any of the other Released Parties. Additionally, should the Settlement not become final for any reason, the Parties will request that the Court reopen proceedings within thirty (30) calendar days, and any Settlement Administration Costs already incurred by the Settlement Administrator shall be split evenly between the Parties. The Parties and any monies required to be paid under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Stipulation, and the Parties shall proceed in all respects as if this Stipulation had not been executed. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review and the stay shall only be lifted if the end result of the appeal or other proceeding is that the terms of this settlement agreement are upheld.

67. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree that by signing this Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon signing this Settlement Agreement, they will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiffs will be void and of no force or effect.

68. Waiver of Certain Appeals. Either party may appeal any Court order that materially alters the Agreement's terms. Additionally, nothing in this Settlement shall prevent Plaintiffs from appealing a Court order denying or failing to grant their requests for the Class Counsel Award or the Class Representative Service Awards.

69. No Admission by Defendant. Defendant denies all claims alleged in the *Brooks* Actions and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation of Settlement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant or that class certification is proper under the standard applied to contested certification motions. Defendant further contends that the *Brooks* Action, and the Operative Complaint, cannot be maintained as a class action lawsuit due to signed binding arbitration agreements with class action waivers. Thus, the Parties stipulate and agree to the certification of the proposed classes for settlement purposes only. The Parties further agree that this Stipulation of Settlement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant are liable to Plaintiffs or any Class Member, other than according to the terms of this Stipulation.

70. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion exceeds 10% of the total of all Class members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator first notifies the Parties that the number of valid and timely Requests for Exclusion equals more than 10% of the Class members; late elections will have no effect.

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

condition, covenant, right or remedy.

72. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

73. Exhibits and Headings. The terms of this Stipulation of Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Stipulation of Settlement are inserted for convenience of reference only.

74. Amendment or Modification. This Stipulation of Settlement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

75. Entire Agreement. This Stipulation of Settlement and any attached Exhibit constitute the entire agreement between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiffs or Defendant concerning this Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in this Stipulation and its Exhibit. No other prior or contemporaneous written or oral agreements, including but not limited to the previously executed term sheet, may be deemed binding on the Parties.

76. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel and

Defense Counsel shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Stipulation on behalf of the Defendant represent and warrant that they are authorized to sign this Stipulation on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third party. The Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same shall not be construed against any of the Parties.

77. Confidentiality. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Class Counsel. Nothing set forth herein, however, shall prohibit the Parties from providing this Stipulation to the Court in connection with the Parties' efforts to seek Court approval of this Settlement.

78. Binding on Successors and Assigns. This Stipulation of Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

79. California Law Governs. All terms of this Stipulation of Settlement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

80. Counterparts. This Stipulation of Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

81. This Settlement is Fair, Adequate, and Reasonable. Plaintiffs represent that this Settlement is a fair, adequate, and reasonable settlement of the *Brooks* Action and Plaintiffs have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

82. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation of Settlement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation of Settlement and all orders and judgments entered in connection therewith.

83. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation of Settlement invalid, the Parties request that the Court first attempt to fully construe the terms or provisions valid possible consistent with applicable precedents so as to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event the Court declares any material provision of this Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

84. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation of Settlement were executed by each Participating Class Member.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below.

[signatures on the following pages]

Dated: ____________________

Plaintiff Paradice Brooks

Dated: 10/24/2025

DocuSigned by:
IGNACIO GOMEZ
516468F2B93C4AD...

Plaintiff Ignacio Gomez

Dated: ____________________

Plaintiff Gail Ann Gaines

BIG BANG ENTERPRISES, INC.

Dated: ____________________

By: ____________________
Its: ____________________

[redacted]

APPROVED AS TO FORM ONLY

NATHAN & ASSOCIATES, APC

Dated: ____________________

____
Reuben D. Nathan
Attorneys for Plaintiff Paradice Brooks

MARA LAW FIRM, PC

Dated: ____________________

____
David Mara
Matthew Crawford
Attorneys for Plaintiff Ignacio Gomez

AEGIS LAW FIRM, PC

Dated: ____________________

____
Kashif Haque
Jessica Campbell
Joseph Szilagyi
Attorneys for Plaintiff Gail Ann Gaines

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP

Dated: ____________________

____
Diana Estrada
Brian Foster
Attorneys for Defendant Big Bang Enterprises, Inc.

[signatures on the following pages]

Dated: 10/25/2025

DocuSigned by:
E736CE5149514BE...
Plaintiff Paradice Brooks

Dated: ____________________

Plaintiff Ignacio Gomez

Dated: ____________________

Plaintiff Gail Ann Gaines

BIG BANG ENTERPRISES, INC.

Dated: ____________________

By: ____________________
Its: ____________________

[redacted]

APPROVED AS TO FORM ONLY

NATHAN & ASSOCIATES, APC

Dated: 10/17/2025

DocuSigned by:
Reuben D. Nathan
3AC2DBE408C347F...

Reuben D. Nathan
Attorneys for Plaintiff Paradice Brooks

MARA LAW FIRM, PC

Dated: ____________________

David Mara
Matthew Crawford
Attorneys for Plaintiff Ignacio Gomez

AEGIS LAW FIRM, PC

Dated: ____________________

Kashif Haque
Jessica Campbell
Joseph Szilagyi
Attorneys for Plaintiff Gail Ann Gaines

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP

Dated: ____________________

Diana Estrada
Brian Foster
Attorneys for Defendant Big Bang Enterprises, Inc.

[signatures on the following pages]

Dated: __________________ ____

Plaintiff Paradice Brooks

Dated: __________________ ____

Plaintiff Ignacio Gomez

DocuSigned by:

Gail Ann Gaines

F566346AC6AF432...

Dated: 10/29/2025

Plaintiff Gail Ann Gaines

BIG BANG ENTERPRISES, INC.

Dated: __________________ ____

By: ______________________________________

Its: ______________________________________

[redacted]

APPROVED AS TO FORM ONLY

NATHAN & ASSOCIATES, APC

Dated: ____________________

____
Reuben D. Nathan
Attorneys for Plaintiff Paradice Brooks

MARA LAW FIRM, PC

Dated: ____________________

____
David Mara
Matthew Crawford
Attorneys for Plaintiff Ignacio Gomez

AEGIS LAW FIRM, PC

Dated: October 29, 2025

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Kashif Haque
Jessica Campbell
Joseph Szilagyi
Attorneys for Plaintiff Gail Ann Gaines

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP

Dated: ____________________

____
Diana Estrada
Brian Foster
Attorneys for Defendant Big Bang Enterprises, Inc.

[signatures on the following pages]

Dated: ____________________

____
Plaintiff Paradice Brooks

Dated: ____________________

____
Plaintiff Ignacio Gomez

Dated: ____________________

____
Plaintiff Gail Ann Gaines

BIG BANG ENTERPRISES, INC.

Dated: 11/19/2025

____
By: Brett Beveridge
Its: CEO

[redacted]

APPROVED AS TO FORM ONLY

NATHAN & ASSOCIATES, APC

Dated: ____________________

____
Reuben D. Nathan
Attorneys for Plaintiff Paradice Brooks

MARA LAW FIRM, PC

Dated: ____________________

____
David Mara
Matthew Crawford
Attorneys for Plaintiff Ignacio Gomez

AEGIS LAW FIRM, PC

Dated: ____________________

____
Kashif Haque
Jessica Campbell
Joseph Szilagyi
Attorneys for Plaintiff Gail Ann Gaines

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP

Dated: 11/19/2025

Diana M. Estrada
Diana Estrada
Brian Foster
Attorneys for Defendant Big Bang Enterprises, Inc.

EXHIBIT 2

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**

Do Nothing	**Stay in the Lawsuit. Receive a share in the Settlement amount.** You will automatically receive your settlement payment and release your claims.
Ask To Be Excluded	**Exclude yourself from the Settlement.** 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.
Object	**Write to the Court about why you don't agree with the Settlement.** You can tell the Court why you don't like or agree with the Settlement.
Go to a Hearing	**Ask to speak in Court about the fairness of the Settlement.** 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?

Paradice 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

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

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:

Deduction	**Amount**
Settlement Administration Costs	Not to exceed $15,000.00
Class Representative Service Awards	Up to $10,000.00 each (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

EXHIBIT 3

CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867
800-523-5773
www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators, PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA,'s Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.

PHOENIX SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

EXHIBIT 4

EXHIBIT 5

EXHIBIT 6