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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Bryan Gonzalez, an individual, in his
individual and representative capacity,

Plaintiff,

v.

Los Angeles Breakers FC and
DOES 1 through 10, inclusive,

Defendants.

CASE NO. 22STCV22742

**REVISED JOINT STIPULATION OF
CLASS AND PRIVATE ATTORNEY
GENERAL ACTION SETTLEMENT
AND RELEASE**

Dept.: SS17

Judge: Hon. Laura A. Seigle

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11 LOS ANGELES BREAKERS FC

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE**

This Class Action and Private Attorney General Action (PAGA) Settlement Agreement (“Agreement”) is made by and between Plaintiff Bryan Gonzalez (“Plaintiff”) and Defendant Los Angeles Breakers FC (“Defendant” or “LAB”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s class action lawsuit alleging wage and hour violations against Defendant captioned in *Gonzalez v. Los Angeles Breakers F.C.* (the “Gonzalez Class Action”), designated as Case No. 22STCV22742, initiated on July 14, 2022, and pending in Superior Court of the State of California, County of Los Angeles.

1.2 “Administrator” means Simpluris, the neutral entity that the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means a person employed by Defendant as a youth soccer coach for LAB in the State of California during the during the PAGA Period.

1.5 “Class” means all persons employed by Defendant as a youth sports soccer coach for LAB in the State of California during the Class Period.

1.6 “Class Counsel” means Allen Graves, Esq., The Graves Firm, a Professional Corporation, 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 “Class Data” means Class Member identifying information in Defendant’s possession including for each Class Member: the Class Member’s name, last-known mailing address, Social Security number, employment dates, number of Workweeks worked during the Class Period, number of pay periods worked during the PAGA Period, and number of Pay Periods during the Class Period that were covered by any release of individual claims.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from July 14, 2018 through April 19, 2024.

1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 “Defense Counsel” means Michael J. O’Connor, Jr. and Sarkis A. Atoyan of Atkinson, Andelson, Loya, Ruud & Romo, 4275 Executive Square, Suite 700, La Jolla, CA 92037.

1 1.17 “Effective Date” means the date by when both of the following have
2 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the
3 Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the
4 following occurrences: (a) if no Participating Class Member objects to the Settlement, the
5 day the Court enters Judgment; (b) if one or more Participating Class Members objects to
6 the Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
7 or (c) if a timely appeal from the Judgment is filed, the day after the appellate court
8 affirms the Judgment and issues a remittitur.

9 1.18 “Final Approval” means the Court’s Order Granting Final Approval of the
10 Settlement.

11 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for
12 Final Approval of the Settlement.

13 1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting
14 Final Approval of the Settlement.

15 1.21 “Gross Settlement Amount” means Seven-Hundred and Fifteen Thousand
16 Dollars and Zero Cents (\$715,000.00), plus employer-side taxes, if any, which is the total
17 amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9
18 below. The Gross Settlement Amount will be used to pay Individual Class Payments,
19 Individual PAGA Payments, the California Labor and Workforce Development Agency
20 (LWDA) PAGA Payment, Prior Settlement Credit, Class Counsel Fees, Class Counsel
21 Expenses, Class Representative Service Payment, the Administrator’s Expenses, and the
22 Reclassification Fund as described herein.

23 1.22 “Individual Class Payment” means the Participating Class Member’s pro
24 rata share of the Net Settlement Amount calculated according to the number of
25 Workweeks worked during the Class Period.

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.25 “LWDA” means the California Labor and Workforce Development Agency,
the agency entitled, under Labor Code section 2699, subd. (i).

1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Prior Settlement Credit. The remainder is to be paid to Participating Class Members as Individual Class Payments and the Reclassification Fund for costs associated with reclassifying youth sports soccer coaches from independent contractors to employees.

1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for LAB for at least one day during the PAGA Period.

1.30 “PAGA Period” means the period from September 19, 2021 through April 19, 2024.

1.31 “PAGA” means the Private Attorneys General Act (Labor Code §§2698 et seq.).

1.32 “PAGA Notice” means Plaintiff’s July 14, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocating the 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 “Plaintiff” means Bryan Gonzalez, the named plaintiff in the Action.

1.36 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.37 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.38 “Prior Settlement Credit” means the credit of \$176,089 to which Defendant is entitled for the individual settlements it has already paid to Class Members with regard to the claims in the Action.

1.39 “Reclassification Fund” means a fund totaling One Hundred Thirty-Two Thousand Eight Hundred Seventy-Five Dollars (\$132,875), which shall be paid from the Total Settlement Amount into a segregated account that Defendant shall only use to pay the cost of maintaining payroll systems, paying workers’ compensation insurance premiums, sick leave, or other similar expenses that directly result from the reclassifying of Coaches. The Reclassification Fund may not be used to pay wages, premium wages, or taxes of any kind.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.42 “Released Parties” means: Defendant and each of its former and present directors, partners, officers, shareholders, owners, members, agents, trustees, employees, representatives, attorneys, insurers, predecessors, successors, assigns, parent companies,

1 joint employers, predecessors, successors, assigns, and their respective heirs, estates,
2 executors, administrators, successors and assigns, subsidiaries, and affiliates.

3 1.43 “Request for Exclusion” means a Class Member’s submission of a written
4 request to be excluded from the Class Settlement signed by the Class Member.

5 1.44 “Response Deadline” means sixty (60) days after the Administrator mails
6 Notice to Class Members and Aggrieved Employees, and shall be the last date on which
7 Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b)
8 email or mail his or her Objection to the Settlement. Class Members to whom Notice is
9 resent after having been returned undeliverable to the Administrator shall have an
10 additional fourteen (14) calendar days beyond the Response Deadline has expired.

11 1.45 “Settlement” means the disposition of the Action effected by this Agreement
12 and the Judgment.

13 1.46 “Workweek” means any week during which a Class Member worked for
14 Defendant for at least one day during the Class Period.

15 **2. RECITALS.**

16 2.1 On July 14, 2022, Plaintiff commenced this Action by filing a class action
17 Complaint alleging eight causes of actions against Defendant based on a theory of
18 independent contractor misclassification: (1) Failure to Pay Overtime Wages; (2) Failure
19 to Timely Pay Wages; (3) Failure to Pay Wages on Termination; (4) Failure to Provide
20 Accurate Itemized Paystubs; (5) Failure to Reimburse Business Expenses; (6) Willful
21 Misclassification; (7) Failure to Record Hours Worked; and (8) Violation of Business and
22 Professions Code section 17200, *et seq.* On September 19, 2022, Plaintiff filed a non-
23 complex PAGA representative action (the “*Gonzalez* PAGA Action”) in the same Court,
24 Case No. 22STCV30489, alleging eight theories on which the PAGA claim is premised
25 and based on the same theory of independent contractor misclassification. On January 17,
26 2024, the parties filed a Stipulation and Proposed Order for filing a First Amended
27 Complaint in the *Gonzalez* Class Action in order to add the claims plead in the *Gonzalez*

1 PAGA action, for the limited purpose of the filing a Motion for Preliminary Approval of
2 the Settlement. On January 22, 2024, the Court signed its Order allowing Plaintiff to file
3 the First Amended Complaint and the First Amended Complaint was subsequently filed
4 with the Court on January 24, 2024. The First Amended Complaint is the operative
5 complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in
6 the Operative Complaint, denies any failure to comply with the laws identified in in the
7 Operative Complaint and denies any and all liability for the causes of action alleged.

8 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely
9 written notice to Defendant and the LWDA by sending a PAGA Notice on July 14, 2022.

10 2.3 While this matter was pending, Defendant made payments to 37 Class
11 Members in exchange for a release of the claims raised in this litigation (“Pick-Up Stix
12 settlements”). The parties agree and stipulate that Defendant would not have made these
13 payments but for the Action and the efforts of Plaintiff and his counsel in the Action were
14 the sole reason for the payments. The total amount Defendant paid in exchange for such
15 individual releases was \$176,089.

16 2.4 On April 12, 2023, the Parties participated in an all-day mediation presided
17 over by Mediator Daniel Turner, then engaged in multiple rounds of extensive and
18 detailed post-mediation settlement discussions via Mr. Turner, which ultimately led to a
19 Mediator’s proposal and the Parties’ Agreement to settle the Action.

20 2.5 Prior to mediation, Plaintiff obtained, through formal discovery schedules
21 for Defendant’s coaches, payroll information and records, email communications, and
22 settlements/releases of class members and aggrieved employees obtained by Defendant.
23 Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
24 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot*
25 *Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (“*Dunk/Kullar*”).

26 2.6 The Court has not granted class certification.
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1 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not
2 aware of any other pending matter or action asserting claims that will be extinguished or
3 affected by the Settlement.

4 **3. RECLASSIFICATION OF COACHES**

5 3.1 Defendant agrees to re-classify its youth sports soccer coaches from
6 independent contractors to employees upon preliminary approval of the class settlement.

7 **4. MONETARY TERMS.**

8 4.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9
9 below, Defendant promises to pay Seven Hundred and Fifteen Thousand Dollars and Zero
10 Cents (\$715,000.00) and no more as the Gross Settlement Amount (“GSA”) and to
11 separately pay any and all employer payroll taxes owed on the Wage Portions of the
12 Individual Class Payments. Defendant has no obligation to pay the Gross Settlement
13 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.3 of this
14 Agreement. The Administrator will disburse the entire Gross Settlement Amount without
15 asking or requiring Participating Class Members or Aggrieved Employees to submit any
16 claim as a condition of payment. None of the Gross Settlement Amount will revert to
17 Defendant.

18 4.2 Payments from the Gross Settlement Amount. The Administrator will make
19 and deduct the following payments from the Gross Settlement Amount, in the amounts
20 specified by the Court in the Final Approval:

21 4.2.1 To Plaintiff: Class Representative Service Payment to the Class
22 Representative of not more than \$5,000.00 in addition to any Individual Class
23 Payment the Class Representative is entitled to receive as a Participating Class
24 Member. Defendant will not oppose Plaintiff's request for a Service Payment
25 provided that it does not exceed these amounts. Plaintiff will seek Court approval
26 for any Class Representative Service Payments no later than sixteen (16) court days
27 prior to the Final Approval Hearing. If the Court approves a Class Representative

1 Service Payment less than the amount requested, the Administrator will allocate the
2 remainder to the Net Settlement Amount. The Administrator will report the Class
3 Representative Service Payment on an IRS Form 1099. Plaintiff assumes full
4 responsibility and liability for employee taxes owed on the Class Representative
5 Service Payment.

6 4.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than
7 38% of the Gross Settlement Amount. The Class Counsel Fees Payment does not
8 include the \$22,829.50 in attorneys' fees the Court awarded to Class Counsel on
9 December 5, 2023. Accordingly, Class Counsel is permitted to apply for attorneys'
10 fees of up to 40% of the Gross Settlement Amount, in addition to the fees awarded
11 by the December 5, 2023 Order. Said fees shall be in addition to the Class Counsel
12 Litigation Expenses Payment of not more than \$20,000.00. Plaintiff and/or Class
13 Counsel will file a Motion for Class Counsel Fees Payment and Class Litigation
14 Expenses Payment no later than sixteen (16) court days prior to the Final Approval
15 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
16 Counsel Litigation Expenses Payment less than the amounts requested, the
17 Administrator will allocate the remainder to the Net Settlement Amount. Released
18 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel
19 arising from any claim to any portion any Class Counsel Fee Payment and/or Class
20 Counsel Litigation Expenses Payment. The Administrator will report the Class
21 Counsel Fees Payment and Class Counsel Expenses Payment using one or more
22 IRS 1099 Form(s) recording payment only to The Graves Firm.

23 4.2.3 To the Administrator: An Administrator Expenses Payment not to
24 exceed \$5,500 except for a showing of good cause and as approved by the Court.
25 To the extent the Administration Expenses are less or the Court approves payment
26 less than 5,500, the Administrator will allocate the remainder to the Net Settlement
27 Amount.

1 4.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the
2 amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75%
3 (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to
4 the Individual PAGA Payments to Aggrieved Employees.

5 4.2.4.1 The Administrator will calculate each Individual PAGA
6 Payment by (a) dividing the amount of the Aggrieved Employees' 25%
7 share of PAGA Penalties (\$2,500) by the total number of PAGA Period Pay
8 Periods worked by all Aggrieved Employees during the PAGA Period and
9 (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
10 Periods.

11 4.2.4.2 The Administrator will report the Individual PAGA
12 Payments on an IRS 1099 where such payments exceed the threshold for
13 reporting. Aggrieved Employees assume full responsibility and liability for
14 any taxes owed on their Individual PAGA Payment.

15 4.3 Payments from the Net Settlement Amount: The Administrator will
16 Distribute the Net Settlement Amount among Participating Class Members as follows:

17 4.3.1 Calculation of Individual Class Payments. Individual Class Payments
18 shall be calculated by (a) dividing the Net Settlement Amount by the total number
19 of Workweeks worked by all Participating Class Members during the Class Period
20 (adjusted as described in 4.3.5.1 below) and (b) multiplying the result by each
21 Participating Class Member's Workweeks.

22 4.3.1.1 Reduction for Prior Settlement Payments. Participating
23 Class Members who received payment from Defendant in exchange for a
24 release of individual claims with regard to Workweeks worked during the
25 Class Period will have those Workweeks subtracted from the total number
26 of Workweeks worked during the Class Period. Provided however that no
27 Participating Class Member who received payment in exchange for a release

1 of individual claims and who worked at least four Workweeks of the Class
2 Period shall have his or her total number of Workweeks reduced below four;
3 and no Participating Class Member who received payment in exchange for a
4 release of individual claims who worked less than four Workweeks of the
5 Class Period shall have his or her total number of Workweeks reduced
6 below one.

7 4.3.1.2 Tax Allocation of Individual Class Payments. Eighty percent
8 (80%) of each Individual Class Payment will be treated as statutory non-
9 wage payments on which there will be no tax withholding and for which an
10 IRS Form 1099 (marked "Other Income") shall be issued if the payment is
11 above the minimum threshold. Twenty Percent (20%) of each Individual
12 Class Payment will be treated as wages for which the Administrator will
13 issue an IRS form W2.

14 4.3.1.3 No Impact on Benefits. The Individual Payment Amounts
15 will not count for or be counted for determination of eligibility for, or
16 calculation of, any employee benefits (e.g., vacations, holiday pay,
17 retirement plans, non-qualified deferred compensation plans, pension plans,
18 matching contributions, etc.), or otherwise modify any eligibility criteria
19 under any employee pension benefit plan or employee welfare plan
20 sponsored by Defendant, unless otherwise required by law.

21 4.3.1.4. Effect of Non-Participating Class Members on Calculation
22 of Individual Class Payments. Non-Participating Class Members will not
23 receive any Individual Class Payments.

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1 Representative Service Payment shall not precede disbursement of Individual Class
2 Payments and Individual PAGA Payments.

3 5.4.1 The Administrator will issue checks for the Individual Class
4 Payments and/or Individual PAGA Payments and send them to the Class Members
5 via First Class U.S. Mail, postage prepaid. All checks shall be void 180 days after
6 issuance. The face of each check shall prominently state the date when the check
7 will be voided. The Administrator will cancel all checks not cashed by the void
8 date. The Administrator will send checks for Individual Settlement Payments to all
9 Participating Class Members (including those for whom Class Notice was returned
10 undelivered). The Administrator will send checks for Individual PAGA Payments
11 to all Aggrieved Employees including Non-Participating Class Members who
12 qualify as Aggrieved Employees (including those for whom Class Notice was
13 returned undelivered). The Administrator may send Participating Class Members a
14 single check combining the Individual Class Payment and the Individual PAGA
15 Payment. Before mailing any checks, the Settlement Administrator must update the
16 recipients' mailing addresses using the National Change of Address Database.

17 5.4.2 The Administrator must conduct a Class Member Address Search for
18 all other Class Members whose checks are returned undelivered without USPS
19 forwarding address. Within seven (7) days of receiving a returned check, the
20 Administrator must re-mail checks to the USPS forwarding address provided or to
21 an address ascertained through the Class Member Address Search. The
22 Administrator need not take further steps to deliver checks to Class Members
23 whose re-mailed checks are returned as undelivered. The Administrator shall
24 promptly send a replacement check to any Class Member whose original check was
25 lost or misplaced, requested by the Class Member prior to the void date.

26 5.4.3 For any Class Member whose Individual Class Payment check or
27 Individual PAGA Payment check is uncashed and cancelled after the void date, the

1 Administrator shall transmit the funds to the Controller of the State of California to
2 be held pursuant to the Unclaimed Property Law, California Civil Code §1500 et
3 seq. for the benefit of those Class Members and/or Aggrieved Employees who did
4 not cash their checks until such time that they claim their property.

5 **6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully
6 funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on
7 the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class
8 Counsel will release claims against all Released Parties as follows:

9 6.1.1 Plaintiff's Release. Plaintiff and his or her respective former and
10 present representatives, agents, attorneys, heirs, administrators, successors, and
11 assigns generally, release and discharge the Released Parties from all claims,
12 transactions, or occurrences that occurred during the Class Period, including, but
13 not limited to: (a) all claims that were, or reasonably could have been, alleged,
14 based on the facts contained, in the Operative Complaint and (b) all PAGA claims
15 that were, or reasonably could have been, alleged based on facts contained in the
16 Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action
17 and released under 6.3, below. ("Plaintiff's Release.") Plaintiff's Release does not
18 extend to any claims or actions to enforce this Agreement, or to any claims for
19 vested benefits, unemployment benefits, disability benefits, social security benefits,
20 workers' compensation benefits that arose at any time, or based on occurrences
21 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
22 law different from, or in addition to, the facts or law that Plaintiff now knows or
23 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
24 remain effective in all respects, notwithstanding such different or additional facts
25 or Plaintiff's discovery of them.

6.1.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

“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.”

6.2 Release by Participating Class Members Who Are Not Aggrieved

Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged as accruing during the Class Period, based on the facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 6.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action.

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals and will prepare and file all documents necessary for obtaining Preliminary Approval.

7.1 Defendant's Declaration in Support of Preliminary Approval. Within seven (7) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from LAB and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and LAB shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff's Responsibilities. Plaintiff will prepare and file all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice to Class Members, (ii) a memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (iii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary

PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Class Counsel shall provide the Motion for Preliminary Approval and Final Approval to Defendant's counsel in advance of submission. No less than fourteen (14) days prior to the date set for the hearing for preliminary approval of the Settlement, Defendant shall submit to the Court a declaration to the effect that there are no cases pending in other jurisdictions in which similar claims are asserted or identifying any cases filed since the date of execution of this Agreement. Defendant shall provide a declaration regarding its financial condition to the extent necessary to support approval by the Court as well as reasonable additional information regarding its financial condition if necessary to obtain approval.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any

1 material change to this Agreement, Class Counsel and Defense Counsel will expeditiously
2 work together on behalf of the Parties by meeting in person or by telephone, and in good
3 faith, to modify the Agreement and otherwise satisfy the Court's concerns.

4 **8. SETTLEMENT ADMINISTRATION.**

5 8.1 Selection of Administrator. The Parties have jointly selected Simpluris to
6 serve as the Administrator and verified that, as a condition of appointment, Simpluris
7 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
8 this Agreement in exchange for payment of Administration Expenses. The Parties and
9 their Counsel represent that they have no interest or relationship, financial or otherwise,
10 with the Administrator other than a professional relationship arising out of prior
11 experiences administering settlements.

12 8.2 Employer Identification Number. The Administrator shall have and use its
13 own Employer Identification Number for purposes of calculating payroll tax withholdings
14 and providing reports to state and federal tax authorities.

15 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement
16 fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US
17 Treasury Regulation section 468B-1.

18 8.4 Notice to Class Members.

19 8.4.1 No later than three (3) business days after receipt of the Class Data,
20 the Administrator shall notify Class Counsel that the list has been received and
21 state the number of Class Members, PAGA Members, Workweeks, and Pay
22 Periods in the Class Data.

23 8.4.2 Using best efforts to perform as soon as possible, and in no event
24 later than fourteen (14) days after receiving the Class Data, the Administrator will
25 send to all Class Members identified in the Class Data, via first-class United States
26 Postal Service ("USPS") mail, the Class Notice substantially in the form attached
27 to this Agreement as **Exhibit A**. The first page of the Class Notice shall

1 prominently estimate the dollar amounts of any Individual Class Payment and/or
2 Individual PAGA Payment payable to the Class Member, and the number of
3 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
4 Before mailing Class Notices, the Administrator shall update Class Member
5 addresses using the National Change of Address database.

6 8.4.3 Not later than three (3) business days after the Administrator's
7 receipt of any Class Notice returned by the USPS as undelivered, the Administrator
8 shall re-mail the Class Notice using any forwarding address provided by the USPS.
9 If the USPS does not provide a forwarding address, the Administrator shall conduct
10 a Class Member Address Search, and re-mail the Class Notice to the most current
11 address obtained. The Administrator has no obligation to make further attempts to
12 locate or send Class Notice to Class Members whose Class Notice is returned by
13 the USPS a second time.

14 8.4.4 The deadlines for Class Members' written objections, Challenges to
15 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an
16 additional fourteen (14) days beyond the sixty (60) days otherwise provided in the
17 Class Notice for all Class Members whose notice is re-mailed. The Administrator
18 will inform the Class Member of the extended deadline with the re-mailed Class
19 Notice.

20 8.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or
21 otherwise discovers any persons who believe they should have been included in the
22 Class Data and should have received Class Notice, the Parties will expeditiously
23 meet and confer in person or by telephone, and in good faith, in an effort to agree
24 on whether to include them as Class Members. If the Parties agree, such persons
25 will be Class Members entitled to the same rights as other Class Members, and the
26 Administrator will send, via email or overnight delivery, a Class Notice requiring
27 them to exercise options under this Agreement not later than fourteen (14) days

1 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever
2 are later.

3 8.5 Requests for Exclusion (Opt-Outs).

4 8.5.1 Class Members who wish to exclude themselves (or opt-out of) the
5 Class Settlement must send the Administrator, by fax, email, or mail, a signed
6 written Request for Exclusion not later than sixty (60) days after the Administrator
7 mails the Class Notice (plus an additional fourteen (14) days for Class Members
8 whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
9 Member or his/her representative that reasonably communicates the Class
10 Member's election to be excluded from the Settlement and includes the Class
11 Member's name, address, and email address or telephone number. To be valid, a
12 Request for Exclusion must be timely faxed, emailed, or postmarked by the
13 Response Deadline.

14 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
15 because it fails to contain all the information specified in the Class Notice. The
16 Administrator shall accept any Request for Exclusion as valid if the Administrator
17 can reasonably ascertain the identity of the person as a Class Member and the Class
18 Member's desire to be excluded. The Administrator's determination shall be final
19 and not appealable or otherwise susceptible to challenge. If the Administrator has
20 reason to question the authenticity of a Request for Exclusion, the Administrator
21 may demand additional proof of the Class Member's identity. The Administrator's
22 determination of authenticity shall be final and not appealable or otherwise
23 susceptible to challenge.

24 8.5.3 Every Class Member who does not submit a timely and valid
25 Request for Exclusion is deemed to be a Participating Class Member under this
26 Agreement, entitled to all benefits and bound by all terms and conditions of the
27 Settlement, including the Participating Class Members' Releases under Paragraphs

1 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member
2 actually receives the Class Notice or objects to the Settlement.

3 8.5.4 Every Class Member who submits a valid and timely Request for
4 Exclusion is a Non-Participating Class Member and shall not receive an Individual
5 Class Payment or have the right to object to the class action components of the
6 Settlement. Because future PAGA claims are subject to claim preclusion upon
7 entry of the Judgment, Non-Participating Class Members who are Aggrieved
8 Employees are deemed to release the claims identified in Paragraph 6.3 of this
9 Agreement and are eligible for an Individual PAGA Payment.

10 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have
11 sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen
12 (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of
13 Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
14 Class Notice. The Class Member may challenge the allocation by communicating with the
15 Administrator via email or mail. The Administrator must encourage the challenging Class
16 Member to submit supporting documentation. In the absence of contrary documentation,
17 the Administrator is entitled to presume that the Workweeks contained in the Class Notice
18 are correct so long as they are consistent with the Class Data. The Administrator's
19 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall
20 be final and not appealable or otherwise susceptible to challenge. The Administrator shall
21 promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
22 to Defense Counsel and Class Counsel and the Administrator's determination thereof.

23 8.7 Objections to Settlement.

24 8.7.1 Only Participating Class Members may object to the class action
25 components of the Settlement and/or this Agreement, including contesting the
26 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees
27

1 Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative
2 Service Payment.

3 8.7.2 Participating Class Members may send written objections to the
4 Administrator, by email or mail. In the alternative, Participating Class Members
5 may appear in Court (or hire an attorney to appear in Court) to present verbal
6 objections at the Final Approval Hearing. A Participating Class Member who elects
7 to send a written objection to the Administrator must do so no later than sixty (60)
8 days after mailing of the Class Notice, plus an additional fourteen (14) days for
9 Class Members whose Class Notice was re-mailed.

10 8.7.3 Non-Participating Class Members have no right to object to any of
11 the class action components of the Settlement.

12 8.8 Administrator Duties. The Administrator has a duty to perform or observe
13 all tasks to be performed or observed by the Administrator contained in this Agreement or
14 otherwise.

15 8.8.1 Website, Email Address, and Toll-Free Number. The Administrator
16 will establish and maintain and use an internet website to post information of
17 interest to Class Members including the date, time, and location for the Final
18 Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary
19 Approval, the Preliminary Approval, the Class Notice, the Motion for Final
20 Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
21 Expenses Payment and Class Representative Service Payment, the Final Approval,
22 and the Judgment. The Administrator will also maintain and monitor an email
23 address and a toll-free telephone number to receive Class Member calls, faxes, and
24 emails.

25 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The
26 Administrator will promptly review on a rolling basis Requests for Exclusion to
27 ascertain their validity. Not later than five (5) days after the expiration of the

1 deadline for submitting Requests for Exclusion, the Administrator shall email a list
2 to Class Counsel and Defense Counsel containing (a) the names and other
3 identifying information of Class Members who have timely submitted valid
4 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
5 information of Class Members who have submitted invalid Requests for Exclusion;
6 (c) copies of all Requests for Exclusion from Settlement submitted (whether valid
7 or invalid).

8 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
9 written reports to Class Counsel and Defense Counsel that, among other things,
10 tally the number of: Class Notices mailed or re-mailed, Class Notices returned
11 undelivered, Requests for Exclusion (whether valid or invalid) received, objections
12 received, challenges to Workweeks and/or Pay Periods received and/or resolved,
13 and checks mailed for Individual Class Payments, and Individual PAGA Payments
14 (“Weekly Report”). The Weekly Reports must include provide the Administrator’s
15 assessment of the validity of Requests for Exclusion and attach copies of all
16 Requests for Exclusion and objections received.

17 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
18 authority to address and make final decisions consistent with the terms of this
19 Agreement on all Class Member challenges over the calculation of Workweeks
20 and/or Pay Periods. The Administrator’s decision shall be final and not appealable
21 or otherwise susceptible to challenge.

22 8.8.5 Administrator’s Declaration. Not later than fourteen (14) days before
23 the date by which Plaintiff is required to file the Motion for Final Approval of the
24 Settlement, the Administrator will provide to Class Counsel and Defense Counsel,
25 a signed declaration suitable for filing in Court attesting to its due diligence and
26 compliance with all of its obligations under this Agreement, including, but not
27 limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
28

1 the re-mailing of Class Notices, attempts to locate Class Members, the total number
2 of Requests for Exclusion from Settlement it received (both valid or invalid), the
3 number of written objections, and attach the Exclusion List. The Administrator will
4 supplement its declaration as needed or requested by the Parties and/or the Court.
5 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6 8.8.6 Final Report by Settlement Administrator. Within ten (10) days after
7 the Administrator disburses all funds in the Gross Settlement Amount, the
8 Administrator will provide Class Counsel and Defense Counsel with a final report
9 detailing its disbursements by employee identification number only of all payments
10 made under this Agreement. At least fifteen (15) days before any deadline set by
11 the Court, the Administrator will prepare, and submit to Class Counsel and Defense
12 Counsel, a signed declaration suitable for filing in Court attesting to its
13 disbursement of all payments required under this Agreement. Class Counsel is
14 responsible for filing the Administrator's declaration in Court.

15 **9. WORKWEEK VALUATION.** Based on its records, Defendant represents
16 that the settlement will cover 8,026 Workweeks of which, 5,256 were the subject of a
17 prior settlement and 2,770 have not been settled. Defendant represents that the prior
18 individual settlements paid an average value of \$33.50 for each released Workweek. In
19 the event that the actual number of Workweeks covered by the settlement is larger than
20 8,026, the Gross Settlement Amount will be increased by \$54.10 for each additional week.

21 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court
22 days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion
23 for final approval of the Settlement that includes a request for approval of the PAGA
24 settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order
25 and a proposed Judgment (collectively "Motion for Final Approval").

26 10.1 Response to Objections. Each Party retains the right to respond to any
27 objection raised by a Participating Class Member, including the right to file responsive

documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

1 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.

2 If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that
3 requires a material modification of this Agreement (including, but not limited to, the
4 scope of release to be granted by Class Members), this Agreement shall be null and void.
5 The Parties shall nevertheless expeditiously work together in good faith to address the
6 appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing,
7 on a 50-50 basis, any additional Administration Expenses reasonably incurred after
8 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
9 Class Representative Service Payment or any payments to Class Counsel shall not
10 constitute a material modification of the Judgment within the meaning of this paragraph,
11 as long as the Gross Settlement Amount remains unchanged.

12 **11. AMENDED JUDGMENT.** If any amended judgment is required under
13 Code of Civil Procedure section 384, the Parties will work together in good faith to jointly
14 submit and a proposed amended judgment.

15 **12. ADDITIONAL PROVISIONS.**

16 12.1 No Admission of Liability, Class Certification or Representative
17 Manageability for Other Purposes. This Agreement represents a compromise and
18 settlement of highly disputed claims. The Parties intend to fully and forever buy their
19 peace from each other by resolving this matter. Nothing in this Agreement is intended or
20 should be construed as an admission by Defendant that any of the allegations in the
21 Operative Complaint have merit or that Defendant has any liability for any claims
22 asserted; nor should it be intended or construed as an admission by Plaintiff that
23 Defendant's defenses in the Action have merit. The Parties agree that class certification
24 and representative treatment is for purposes of this Settlement only. If, for any reason the
25 Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
26 reserves the right to contest certification of any class for any reasons, and Defendant
27 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right

1 to move for class certification on any grounds available and to contest Defendant's
2 defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will
3 have no bearing on, and will not be admissible in connection with, any litigation (except
4 for proceedings to enforce or effectuate the Settlement and this Agreement).

5 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
6 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary
7 Approval of Settlement is filed, they and each of them will not disclose, disseminate
8 and/or publicize, or cause or permit another person to disclose, disseminate, or publicize,
9 any of the terms of the Agreement directly or indirectly, specifically or generally, to any
10 person, corporation, association, government agency, or other entity except: (1) to the
11 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
12 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
13 report income to appropriate taxing authorities; (4) in response to a court order or
14 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
15 government agency. Each Party agrees to immediately notify each other Party of any
16 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
17 Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly,
18 initiate any conversation or other communication, before the filing of the Motion for
19 Preliminary Approval, any with third party regarding this Agreement or the matters giving
20 rise to this Agreement except to respond only that "the matter was resolved," or words to
21 that effect. This paragraph does not restrict Class Counsel's communications with Class
22 Members in accordance with Class Counsel's ethical obligations owed to Class Members.

23 12.3 No Solicitation. The Parties separately agree that they and their respective
24 counsel and employees will not solicit any Class Member to opt out of or object to the
25 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to
26 restrict Class Counsel's ability to communicate with Class Members in accordance with
27 Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event that the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiff agrees that he has not and will not publish the Agreement or any of its term in or with the media, or via any public or third-party reports, posting, or publishing. In response to any inquiries, Plaintiff will state that “the case was resolved.” Class Counsel agrees they have not and shall not report the Agreement or its terms or content in or with the media, or via any public or third-party report, shall not post or report anything new regarding Plaintiff’s claims or those of the Class and/or Aggrieved Employees on their website, other than to report that the matter is resolved and to identify the Settlement Administrator, and shall not contact any reporters or media regarding the Agreement or its content. Nothing in this agreement shall limit the ability of Class Counsel to communicate with the Court, Class Members, Aggrieved Employees, or the LWDA.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other

1 settlement negotiations, or in connection with the Settlement, may be used only with
2 respect to this Settlement, and no other purpose; and may not be used in any way that
3 violates any existing contractual agreement, statute, or rule of court. Not later than ninety
4 (90) days after the date when the Court discharges the Administrator's obligation to
5 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall
6 destroy all paper and electronic versions of Class Data received from Defendant unless,
7 prior to the Court's discharge of the Administrator's obligation, Defendant makes a
8 written request to Class Counsel for the return, rather than the destruction, of Class Data.

9 12.15 Headings. The descriptive heading of any section or paragraph of this
10 Agreement is inserted for convenience of reference only and does not constitute a part of
11 this Agreement.

12 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this
13 Agreement shall be to calendar days. In the event any date or deadline set forth in this
14 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on
15 the first business day thereafter.

16 12.17 Notice. All notices, demands, or other communications between the Parties
17 in connection with this Agreement will be in writing and deemed to have been duly given
18 as of the third business day after mailing by United States mail, or the day sent by email
19 or messenger, addressed as follows:

20
21 To Plaintiff:

22 Allen Graves, Esq.

23 The Graves Firm

24 122 N. Baldwin Ave., Main Floor

25 Sierra Madre, CA 91024
26
27

1 To Defendant:

2 Michael J. O'Connor, Jr.

3 Sarkis A. Atoyan

4 Atkinson, Andelson, Loya, Ruud & Romo

5 4275 Executive Square, Suite 700

6 La Jolla, CA 92037

7
8 12.18 Execution in Counterparts. This Agreement may be executed in one or more
9 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes
10 of this Agreement shall be accepted as an original. All executed counterparts and each of
11 them will be deemed to be one and the same instrument if counsel for the Parties will
12 exchange between themselves signed counterparts. Any executed counterpart will be
13 admissible in evidence to prove the existence and contents of this Agreement.

14 12.19 Stay of Litigation. The Parties agree that, upon the execution of this
15 Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement.
16 The Parties further agree that upon the signing of this Agreement, pursuant to CCP section
17 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the
18 entire period of this settlement process.

19
20 Dated:

By:

21 BRYAN GONZALEZ

22 Plaintiff

23
24
25 Dated:

By:  (Dec 23, 2024 16:28 PST)

26 DAVID BINKLEY

27 LOS ANGELES BREAKERS FC

Defendant

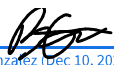
To Defendant:

Michael J. O'Connor, Jr.
Sarkis A. Atoyan
Atkinson, Andelson, Loya, Ruud & Romo
4275 Executive Square, Suite 700
La Jolla, CA 92037

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: Dec 10, 2024

By: 
BRYAN GONZALEZ
Plaintiff

Dated:

By:
DAVID BINKLEY
LOS ANGELES BREAKERS FC
Defendant

1 Approved as to form only.

2
3 Dated: THE GRAVES FIRM

4
5
6 By:

7 ALLEN GRAVES
8 Attorney for Plaintiff
9 Bryan Gonzalez

10 Dated: December 24, 2024 ATKINSON, ANDELSON, LOYA, RUUD & ROMO

11
12
13 By:

14 MICHAEL J. O'CONNOR, JR
15 SARKIS A. ATOYAN
16 Attorneys for Defendant
17 Los Angeles Breakers FC
18
19
20
21
22
23
24
25
26
27

1 Approved as to form only.

2
3 Dated:

THE GRAVES FIRM

4
5 By: 

6 ALLEN GRAVES
7 Attorney for Plaintiff
8 Bryan Gonzalez
9

10 Dated:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

11
12 By:

13 MICHAEL J. O'CONNOR, JR
14 SARKIS A. ATOYAN
15 Attorneys for Defendant
16 Los Angeles Breakers FC
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COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Gonzalez v. Los Angeles Breakers F.C. - Case No. 22STCV22742

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action lawsuit (“Action”) filed against Los Angeles Breakers, F.C. (“LAB”) for alleged wage and hour violations. The Action was filed by a LAB employee Bryan Gonzalez (“Plaintiff”) and seeks payment of (1) back wages, expense reimbursement and reclassification as employees for a class of persons employed as a youth sports soccer coach in the State of California (“Class Members”) who worked for LAB during the Class Period July 14, 2018 through April 19, 2024; and (2) penalties under the California Private Attorney General Act (“PAGA”) with regard to persons employed as a youth sports soccer coach in the State of California who worked for LAB during the PAGA Period September 19, 2021 through April 19, 2024 (“Aggrieved Employees”).

The proposed Settlement has three main parts: (1) a Class Settlement requiring LAB to fund Individual Class Payments, (2) a PAGA Settlement requiring LAB to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”); and (3) re-classification of its youth sports soccer coaches from independent contractors to employees.

Based on LAB’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to LAB’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on LAB’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. If you believe that you worked more time during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires LAB to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against LAB.

If you worked for LAB during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against LAB.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against LAB, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

LAB will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if you worked during the PAGA period). In exchange, you will give up your right to assert the wage claims against LAB that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Opt-out deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. LAB must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to LAB’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former LAB coach. The Action accuses LAB of violating California labor laws by willfully misclassifying its coaches as independent contractors, resulting in: (1) failure to pay overtime wages; (2) failure to timely pay wages; (3) failure to pay wages due upon termination; (4) failure to provide accurate itemized paystubs; (5) failure to reimburse business expenses; (6) failure to record work hours; as well as (7) failure to provide an injury prevention program and (8) violation of California’s unfair competition law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Allen Graves, Esq., The Graves Firm, a Professional Corporation, 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024 (“Class Counsel.”) LAB strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether LAB or Plaintiff is correct on the merits. In the meantime, Plaintiff and LAB hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and LAB have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. LAB does not admit any violations or concede the merit of any claims. Rather, LAB denies that it engaged in any wrongful conduct or that it violated the law in any way and believe that Plaintiff and the Class Members and Aggrieved Employees were properly classified and properly compensated. However, both Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members and Aggrieved Employees.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) LAB has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees given the time, cost, and risks associated with continued litigation. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. LAB Will Pay Seven-Hundred and Fifteen Thousand Dollars and Zero Cents (\$715,000.00) as the Gross Settlement Amount (Gross Settlement). LAB has agreed to deposit the Gross Settlement, less a credit of \$176,089 for settlement payments it has already made to coaches, into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"), and to fund a dedicated Reclassification Fund that can only be used to pay expenses related to the reclassifying of coaches from independent contractors to employees. Assuming the Court grants Final Approval, LAB will fund the Gross Settlement not more than 21 (days) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- i. Up to 38% of the Gross Settlement to Class Counsel for attorneys' fees, and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$5,000 as a Class Representative Award for Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$5,500 to the Administrator for its services in administering the Settlement.
 - iv. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) in the following manner: (1) Fifty-seven percent (57%) of the Net Settlement Amount will be deposited into a dedicated bank account that Defendant will establish upon preliminary approval of the settlement (“Reclassification Fund”). Funds in this bank account may be used only to pay costs associated with the re-classification of Defendant’s youth sports soccer coaches from independent contractors to employees; and (2) Forty-Three Percent (43%) will be allocated towards making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiff and LAB are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to statutory non-wage payments (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. LAB will pay employer payroll taxes it owes on the Wage Portion in addition to the Gross Settlement. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on an IRS 1099 Form if the amount of the payment exceeds the threshold for reporting.

Although Plaintiff and LAB 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.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted by the Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq. for the benefit of those Class Members and/or Aggrieved Employees who did not cash their checks until such time that they claim their property.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than sixty (60) days after the Administrator’s mailing of this Class Notice, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against LAB.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against LAB based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and LAB have agreed that, in either case, the Settlement will be void: LAB will not pay any money and Class Members will not release any claims against LAB.
- H. Administrator. The Court has appointed a neutral company, _____ (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and LAB has fully funded the Gross Settlement and paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out you cannot sue, continue to sue, or be part of any lawsuit against LAB or related entities for wages during the Class Period based on the facts alleged in the Action. Claims for PAGA penalties during the PAGA period based on facts, as alleged in the Action are also resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged as accruing during the Class Period, based on the facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 6.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- J. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and LAB has paid the Gross Settlement and paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against LAB, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against LAB or its related entities regarding the PAGA Period based on facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks you worked during the Class Period. If you accepted an individual settlement with the company while this case was pending, your workweeks will be reduced by the number of workweeks for which you have already received a settlement payment.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods you worked during the PAGA Period.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in LAB's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept LAB's calculation of Workweeks and/or Pay Periods based on LAB's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and LAB's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a check to each Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member) and who worked at least one pay period during the PAGA period.

Your check(s) will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you from the class settlement based on any writing communicating your request be excluded. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement. Be sure to personally sign your request, identify the Action as Gonzalez v. Los Angeles Breakers F.C., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and LAB are asking the Court to approve. At least fourteen (14) days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, the Settlement Administrator (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Gonzalez v. Los Angeles Breakers F.C., and include your name, current address, telephone number, and approximate dates of employment for LAB and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything LAB and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url) . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV22742. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Allen Graves, Esq.
The Graves Firm
122 N. Baldwin Ave.,
Main Floor
Sierra Madre, CA
91024
(626) 240-0575

Settlement

Administrator: Name
of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.