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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

ZAREYAH THOMPSON, as an aggrieved
employee pursuant to the Private Attorneys
General Act (“PAGA”), on behalf of the State
of California and other non-party Aggrieved
Employees,

Plaintiff,

vs.

BIG 5 CORP., a Delaware corporation; BIG 5
SPORTING GOODS CORPORATION, a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23CV412334
Related Case: 23CV412953

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Santa Clara (“Court”), Plaintiffs Zareyah Thompson and Christopher Puga (“Plaintiffs”) and Defendants Big 5 Corp. and Big 5 Sporting Goods Corporation (“Defendants”) (collectively with Plaintiffs, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the actions entitled *Thompson v. Big 5 Corp.*, No. 23CV412334 (Santa Clara County Superior Court) and *Puga v. Big 5 Corp.*, No. 23CV412953 (Santa Clara County Superior Court) (collectively, the “Actions”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Court” means the Superior Court for the State of California, County of Santa Clara.
2. “Covered Employees” means all persons who were employed by Defendants in the State of California as non-exempt, hourly-paid retail store employees at any time from January 5, 2022 through October 31, 2023.
3. “Effective Date” means the earliest date, following entry by the Court of the Order and Judgment, upon which one of the following has occurred: (a) expiration of all potential appeal periods without a filing of a notice of appeal of the Order and Judgment; (b) final affirmance of the Order and Judgment by an appellate court as a result of any appeal(s); or (c) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Order and Judgment is no longer subject to further judicial review.
4. “Gross Settlement Amount” means the settlement amount of One Million Four Hundred Sixty Thousand Dollars (\$1,460,000) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Actions.
5. “LWDA” means the California Labor and Workforce Development Agency.
6. “Memorandum of Understanding” means the Memorandum of Understanding executed by the Parties on November 5, 2023.
7. “PAGA” means the Labor Code Private Attorneys General Act of 2004.

8. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees and Costs and Settlement Administrator Costs.

9. “Pay Period” means any pay period during which a Covered Employee worked for Defendant for at least one day during the Settlement Period.

10. “Plaintiffs’ Counsel” means Capstone Law APC and Crosner Legal PC.

11. “Released Parties” means Defendants and their respective current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliates and related entities, and each of their respective current and former partners, officers, directors, employees, attorneys, agents, and other related parties.

12. “Settled Claims” means all claims for remedies under PAGA, of whatever kind or nature, whether known or unknown, arising during the Settlement Period, based on the facts alleged in the Actions and/or Plaintiffs’ notice letters to the LWDA including, but not limited to, Labor Code sections 201, 202, 203, 204, 206.5, 210, 216, 218.5, 221, 222, 225.5, 223, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.5, 256, 432, 432.5, 432.7, 510, 512, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802 and 2810.5, and the corresponding provisions of the applicable IWC Wage Order, and any resulting claim for attorneys’ fees and costs under PAGA.

13. “Settlement Period” means January 5, 2022 through October 31, 2023.

TERMS

14. Gross Settlement Amount. In consideration for Plaintiffs’ promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Big 5 Corp. will pay One Million Four Hundred Sixty Thousand Dollars (\$1,460,000) (“Gross Settlement Amount”) to settle the Actions. The Gross Settlement Amount includes Plaintiffs’ attorneys’ fees, litigation costs and expenses, Settlement Administration Costs, and payments to Covered Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

15. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Covered Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor

Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions with respect to Covered Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Covered Employees according to the following formula:

15(a) Defendants will calculate: (a) the total number of pay periods worked by each Covered Employee during the Settlement Period, and (b) the total number of pay periods worked by all Covered Employees during the Settlement Period.

15(b) To determine each Covered Employee's payment from the PAGA Penalties Fund, Defendants will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund $\times$ [Pay Periods Worked by Individual Covered Employee During the Settlement Period $\div$ Total Pay Periods Worked by All Covered Employees during the Settlement Period].

15(c) Defendants estimate that Covered Employees worked a combined total of approximately One Hundred Seventy-Five Thousand (175,000) pay periods during the period from January 5, 2022 to September 27, 2023. If the number of pay periods worked between January 5, 2022 to September 27, 2023 exceeds 175,000 by more than Ten (10%) (i.e., more than 192,500 pay periods), then Defendants will proportionally increase the Gross Settlement Amount by the number of pay periods above 192,500; e.g., Total Number of Pay Periods from January 5, 2022 to September 27, 2023 $\div$ 192,500 pay periods $\times$ \$1,460,000 = Proportionally Increased Gross Settlement Amount.

16. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Four Hundred Eighty Six Thousand Six Hundred Sixty Seven Dollars (\$486,667), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars (\$25,000), both of which will be paid from the Gross Settlement Amount. Any portion of the

Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund. The award of attorneys' fees will be divided as follows: 50% to Capstone Law APC and 50% to Crosner Legal, PC.

17. General Release Payments. For general releases of all claims Plaintiffs may have against Defendants arising out of their employment, Defendants will pay Plaintiffs the sum of Twenty Thousand Dollars (\$20,000), each ("General Release Payments"). The General Release Payments will be paid separately from the Gross Settlement Amount. Upon receipt of the General Release Payments, Plaintiffs will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants arising out of, or relating to, Plaintiffs' employment with Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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.

18. Settlement Administration Costs. The Parties will retain CPT as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Covered Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Settlement Administration Costs are estimated at Twenty-Two Thousand Dollars (\$22,000).

1 19. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
2 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the
3 Court issue an order and judgment approving and incorporating by reference the terms and conditions of
4 the Settlement Agreement (the "Order and Judgment").

5 20. List of Covered Employees. Within fourteen (14) calendar days after the Effective Date,
6 Defendants will provide the Settlement Administrator a complete list of all Covered Employees
7 ("Covered Employee List"). The Covered Employee List will be formatted in Microsoft Office Excel
8 and will include each Covered Employees full name; most recent mailing address and telephone
9 number; Social Security number; the respective number of pay periods during which each Covered
10 Employee worked during the Settlement Period; and any other relevant information needed to calculate
11 settlement payments.

12 21. Funding of the Settlement. Within fourteen (14) calendar days after the Effective Date,
13 Defendant will deposit the Gross Settlement Amount and the General Release Payments into the QSF to
14 be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the
15 Settlement, the Settlement Administrator will issue payments to: (a) Covered Employees; (b) the Labor
16 and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The
17 Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments
18 issued under this Settlement.

19 22. Settlement Payments to Covered Employees. The Settlement Administrator will mail
20 each Covered Employee one check for his or her share of the PAGA Penalties Fund along with an
21 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a
22 search based on the National Change of Address Database for information to update and correct for any
23 known or identifiable address changes. Any checks returned as non-deliverable on or before the check
24 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
25 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
26 to determine the correct address using a skip-trace, or other search using the name, address or Social
27 Security number of the Covered Employee involved, and will then perform a single re-mailing. Checks
28 will remain negotiable for 180 days. Those funds represented by checks returned as undeliverable and

1 un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the
2 Settlement Administrator will be tendered to Worksafe. All settlement payments to Covered Employees
3 will be treated as miscellaneous income for which a 1099 will be issued.

4 23. Settled Claims. Upon entry of the Order and Judgment, Plaintiffs and all Covered
5 Employees will be forever barred from pursuing against Defendants any and all Settled Claims during
6 the Settlement Period. Covered Employees, other than Plaintiffs, will not be deemed to have released any
7 individual wage and hour claims by virtue of this Settlement.

8 24. No Right to Exclusion or Objections by Representative Action Members. Because this
9 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as
10 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no
11 Covered Employee has the right to exclude himself or herself from the Settlement. Covered Employees
12 will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of
13 whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that
14 no Covered Employee has the right to object to the terms of the Settlement Agreement.

15 25. No Publicity: Plaintiffs and Plaintiffs' Counsel agree not to disclose or publicize the
16 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the
17 Settlement, in any manner or form directly or indirectly, to any person or entity, except as may be strictly
18 required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs
19 and Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or
20 publication entities, publish information in any manner or form, whether printed or electronic, on any
21 medium or otherwise communicate, whether by print, video, recording or any other medium, with any
22 person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and
23 the negotiations underlying the Settlement, except as shall be contractually required to effectuate the
24 terms of the Settlement. However, Plaintiffs' Counsel may disclose the name of the Parties in this action,
25 the venue/case number, and settlement details available in the public record, for the limited purpose of
26 allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions or for purposes of
27 seeking approval of an unrelated settlement, but only to the extent such disclosure is limited to court
28 filings.

1 26. Confidentiality Preceding Court Approval: Prior to filing the Motion for Settlement
2 Approval, Plaintiffs and Plaintiffs' Counsel shall not issue any press or other media releases or have any
3 communication with the press or media or anyone other than the Court, family members, Settlement
4 Group Members, financial advisors, retained experts, and vendors related to settlement administration,
5 regarding the Settlement. If, before the filing of the Settlement Agreement, Plaintiffs or Plaintiffs'
6 Counsel disclose to any unauthorized party (a) that a settlement has been reached, or (b) any of the terms
7 of the Settlement except as required by law or to effect the Settlement, Defendants at their option may
8 rescind the Settlement, rendering it null and void.

9 27. No Credit Toward Benefit Plans. Payments to Covered Employees as referenced herein
10 will not be utilized to calculate any additional benefits under any benefit plans to which any Covered
11 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
12 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
13 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts
14 to which any Covered Employee may be entitled under any benefit plans.

15 28. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
16 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
18 action or right herein released and discharged.

19 29. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve
20 the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then
21 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
22 and the Parties will be returned to their original respective positions. Court requested non-material
23 modifications to the Settlement shall not be deemed a failure of the Court to approve.

24 30. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
25 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
26 of the terms of the Settlement, (b) settlement administration matters, and (c) such post-Judgment matters
27 as may be appropriate under court rules or as set forth in this Settlement.

28 31. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'

1 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
2 on the Parties.

3 32. Amendment or Modification. This Settlement Agreement may be amended or modified
4 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
5 Parties, and approved by the Court.

6 33. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
8 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
9 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
10 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
11 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
12 reach agreement on the form or content of any document needed to implement the Settlement, or on any
13 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
14 may seek the assistance of the Court to resolve such disagreement.

15 34. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 35. California Law Governs. All terms of this Settlement Agreement will be governed by
18 and interpreted according to the laws of the State of California.

19 36. Execution and Counterparts. This Settlement Agreement is subject only to the execution
20 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
21 executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and
22 scanned copies of the signature pages, will be deemed to be one and the same instrument.

23 37. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
25 this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge
26 that they are each represented by competent counsel and that they have had an opportunity to consult
27 with their counsel regarding the fairness and reasonableness of this Settlement.

28 38. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that

1 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
2 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

3 39. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
6 valid and enforceable.

7 40. Captions. The captions and section numbers in this Settlement Agreement are inserted
8 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
9 provisions of this Settlement Agreement.

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

13 42. Enforcement Action. In the event that one or more of the Parties institutes any legal
14 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
15 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
16 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
17 expert witness fees incurred in connection with any enforcement actions.

18 43. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
20 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
21 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
22 all Parties have contributed to the preparation of this Settlement Agreement.

23 44. Representation By Counsel. The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
25 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
26 in full.

27 45. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
28 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this

Settlement Agreement.

46. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

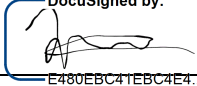
47. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of liability, culpability, negligence, or wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 3/21/2024

Zareyah Thompson

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PLAINTIFF

Dated: _____

Christopher Puga

DEFENDANT

Dated: _____

Name of Authorized Signatory
 Big 5 Corp.

Settlement Agreement.

46. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Zareyah Thompson

PLAINTIFF

Dated: 02 / 02 / 2024

Christopher Puga

Christopher Puga

DEFENDANT

Dated: _____

Name of Authorized Signatory
Big 5 Corp.

Settlement Agreement.

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47. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of liability, culpability, negligence, or wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Zareyah Thompson

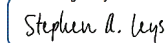
PLAINTIFF

Dated: _____

Christopher Puga

DEFENDANT

Dated: 3/5/2024

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Name of Authorized Signatory
Big 5 Corp.

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DEFENDANT

Dated: 3/5/2024

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Name of Authorized Signatory
Big 5 Sporting Goods Corporation

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated:

Raul Perez

CROSNER LEGAL, PC

Dated:

Chad Saunders

PAUL HASTINGS, LLP

Dated:

Chris Jalian

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DEFENDANT

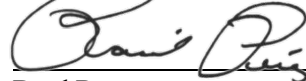
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Name of Authorized Signatory
Big 5 Sporting Goods Corporation

APPROVED AS TO FORM

3/21/2024
Dated: _____

CAPSTONE LAW APC



Raul Perez

CROSNER LEGAL, PC

Dated: _____

Chad Saunders

PAUL HASTINGS, LLP

3/25/2024
Dated: _____



Chris Jalian

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DEFENDANT

Dated: _____

Name of Authorized Signatory
Big 5 Sporting Goods Corporation

APPROVED AS TO FORM

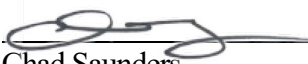
CAPSTONE LAW APC

Dated: _____

Raul Perez

CROSNER LEGAL, PC

Dated: 2/2/2024



Chad Saunders

PAUL HASTINGS, LLP

Dated: _____

Chris Jalian