

CLASS/PAGA ACTION SETTLEMENT AGREEMENT

Plaintiff Nicolas Gonzalez (“Plaintiff”) and Defendant Bear Down Brands, LLC (“Defendant”) (collectively referred to as the “Parties”) makes this Class and PAGA Action Settlement Agreement (“Agreement”).

I. DEFINITIONS

The terms below have the following meaning in this Agreement:

- A. “Action” means *Nicolas Gonzalez v. Bear Down Brands, LLC*, Case No. 30-2023-01340515-CU-OE-CXC, filed in the Superior Court of the State of California, County of Orange.
- B. “Class” means all current and former non-exempt employees employed by Defendant in California during the Class Period.
- C. “Class Counsel” means Levon S. Yepremian, Esq., Christopher A. Adams, Esq., and Vache A. Thomassian, Esq., of KJT Law Group, LLP.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; employee identification number; workweeks worked during the Class Period as a Class Member; and whether the Class Member accepted a settlement payment as part of Defendant’s *Pick Up Stix* Program.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class and PAGA Action and Hearing Date for Final Court Approval substantively in the form attached as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- H. “Class Period” means the period from August 7, 2019 to October 22, 2025.
- I. “Class Period Workweeks” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.
- J. “Class Representative Service Payment” means the service payment made to the Plaintiff in his capacity as Class Representatives to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses if he failed, and for the general release of all claims by Plaintiff as set forth herein.
- K. “Court” means the Superior Court of California, County of Orange.
- L. “Defendant’s Counsel” means Robert R. Roginson, and Vi N. Applen of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

- M. “Effective Date” means the date by which the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur
- N. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice. PAGA Employees may not exclude themselves from the PAGA Employee group or release of PAGA claims.
- O. “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve and implement the terms of this Agreement and enter the Judgment.
- P. “Final Approval Order” means the hearing held by the Court to determine whether to finally approve and implement the terms of this Agreement and enter the Judgment.
- Q. “Gross Settlement Amount” means the total of \$149,250.00 that Defendant will pay in accordance with this Agreement. This amount is an all-in amount with no reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment contemplated in this Agreement, but excluding any employer-side payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is subject to increase if required by Section III.C.
- R. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- S. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, Settlement Administration Expenses, and the prior monies already paid to individual *Pick Up Stix* Settled Class Members for individual settlement agreements as a result of the Action as verified from the Class Data, for which Defendant will receive a credit of \$37,250.00.
- T. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- U. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- V. “PAGA Employee” means any Class Member who worked for Defendant as non-exempt employees in California during the PAGA Period of June 2, 2022 to October 22, 2025.
- W. “PAGA Notice” means Plaintiff’s March 28, 2023, letter to the LWDA providing notice pursuant to Labor Code section 2699.3(a), and any amendments thereto under this Agreement.
- X. “PAGA Period” means the period from June 2, 2022 to October 22, 2025.

- Y. “PAGA Pay Period” means any pay period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.
- Z. “*Pick Up Stix* Settled Class Member” means a Class Member who received a direct settlement payment as part of Defendant’s *Pick Up Stix* program as verified from the Class Data.
- AA. “*Pick Up Stix* Unsettled Class Member” means a Participating Class Member who did not receive a direct settlement payment from Defendant as part of Defendant’s *Pick Up Stix* program, as verified from the Class Data.
- BB. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement.
- CC. “Released Parties” means Defendant, with all its insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns, and any individual or entity that could be jointly liable with them as to the Released Class Claims.
- DD. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- EE. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will not to exceed bid and agreed to by all counsel.
- FF. “Settlement Share” means each Participating Class Member’s and PAGA Employee’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On August 7, 2023, Plaintiff filed the Action. The Complaint asserts claims against Defendant for: (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to reimburse for business expenditures and losses; (8) unfair business practices; (9) unpaid overtime; and (10) civil penalties under the Private Attorneys General Act (“PAGA”).
- B. Pursuant to Labor Code section 2699.3(a), Plaintiff gave timely written notice to the LWDA by sending the PAGA Notice.
- C. On July 2, 2024, the Parties participated in an all-day mediation with Daniel Turner, Esq. The case did not settle at mediation. However, the Parties continued to correspond regarding potential resolution of the matter. Ultimately, the mediation and continued settlement negotiations post-mediation proved successful, and the Parties agreed to settle the Action.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is an admission by Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

Based on the Recitals that are a part of this Agreement, the Parties agree:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **GROSS SETTLEMENT AMOUNT.** The Gross Settlement Amount that Defendant will pay under this Settlement is \$149,250.00, of which Defendant will receive a credit of \$37,250.00 for money already paid to individual *Pick Up Stix* Settled Class Members as a result of the Action. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages and any increase required under Section III.D.1, which Defendant will separately pay to the Settlement Administrator. The Settlement Administrator will disburse the Gross Settlement Amount pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. **PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT.** The Settlement Administrator will make these payments out of the Gross Settlement Amount:
1. **To Plaintiff:** In addition to the Settlement Share paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$5,000.00. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$5,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. The Settlement Administrator will not take payroll tax withholding and deductions from the Class Representative Service Payment but instead issue a Form 1099 with respect to the payment. To receive the payment, Plaintiff agrees to a Code of Civil Procedure section 1542 waiver and a general release of all claims, excluding any claims that cannot be released as a matter of law, such as claims for workers' compensation benefits.
 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than one-third of the Gross Settlement Amount (estimated at \$49,750.00) as their Class Counsel Fees Payment and an amount not more than \$12,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than one-third of the Gross Settlement Amount representing Class Counsel Fees Payment, and 12,000 representing Class Counsel Litigation Expenses Payment, respectively) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than one-third the Gross Settlement Amount (estimated at \$49,750.00 and \$12,000, respectively), the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. The Settlement Administrator payroll will not take tax withholding and deductions, if any, from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment but instead issue one or more Forms 1099 with respect to those payments. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment

3. **To LWDA.** The Parties will seek approval from the Court for the PAGA Amount of \$12,500.00 out of the Gross Settlement Amount, which the Settlement Administrator shall allocate 75% (currently \$9,375.00) to the LWDA (“LWDA Payment”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (currently \$3,125.00) to the Net Settlement Amount for distribution to the PAGA Employees. If the Court approves a PAGA Amount of less than \$12,500.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
 4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses documented and approved by the Court in an amount not to exceed \$6,550 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses documented and approved by the Court are less than \$6,500, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and PAGA Employees.
- C. **ESCALATOR CLAUSE.** As of August 23, 2025, Defendant estimates that (1) 177 Class Members collectively worked approximately Twelve Thousand Seven Hundred Fifty-Nine (12,759) Class Period Workweeks, and (2) 149 PAGA Employees collectively worked approximately 4,213 PAGA Pay Periods. If, as of the date of the Preliminary Approval of the Settlement, the number of Class Period Workweeks worked by Class Members exceeds 12,759 by more than 10% (*i.e.*, *exceeds* 14,035), Defendant will increase the Gross Settlement Amount on a proportional basis for every 1% increase of 10% (*i.e.*, if there is an 11% increase in the number of workweeks, the Gross Settlement Amount will increase by 1%).
- D. **PAYMENTS TO THE SETTLEMENT CLASS.** The Net Settlement Amount shall include these payments after the Settlement Administrator makes the deductions from the Gross Settlement Amount as described in Section III. B of this Agreement. Any reduction by the Court from these payments as described in Section III. B of this Agreement will revert to the Net Settlement Amount for distribution to Participating Class Members. The Net Settlement Amount shall be distributed as follows taking into consideration the previous payments:
1. **Payment of Participating Class Member Settlement Shares.** To determine Participating Class Members’ Settlement Share, the Settlement Administrator will calculate the Individual Class Payment for each Participating Class Member in accordance with the calculations in Exhibit A. Each *Pick Up Stix* Unsettled Class Member will receive \$250.00 to equalize the distribution of the funds and prevent unfairness with respect to the treatment of the Participating Class Members. The Settlement Administrator will then allocate the remainder of the Net Settlement Amount to Participating Class Members. It will do so by dividing the remainder of the Net Settlement Amount by the total number of Class Period Work Weeks that occurred during the Class Period. The Settlement Administrator will then multiple that amount by each Participating Class Member’s Class Period Work Weeks. The pro-rata amount is in addition to the \$250.00 payment used to equalize the distribution.
 2. **Payment of PAGA Employee Settlement Shares.** The Settlement Administrator will also calculate the Individual PAGA Payment for each PAGA Employee by dividing the 25% of the PAGA Payment owed to PAGA Employees by the total workweeks of all PAGA Employees during the PAGA Period and allocating pro-rata portions to each PAGA Employee based on their workweeks. The PAGA Employee Individual PAGA Payment shall be paid to all PAGA Employees, regardless of whether they are a Participating Class Member.

3. **Withholding.**

- a. 20% of each Participating Class Member's Individual Class Payment is to be paid in settlement of wage claims ("Wage Portion"). The Wage Portion is subject to employee wage withholdings and the Settlement Administrator will report it on IRS Form W-2.
- b. The remainder of each Participating Class Member's Individual Class Payment is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and the Settlement Administrator will report it on IRS Form 1099.
- c. The Individual PAGA Payment shall be designated as 100% penalties and the Settlement Administrator will report it on IRS Form 1099.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

E. **APPOINTMENT OF SETTLEMENT ADMINISTRATOR.** After obtaining a not-to-exceed quote from mutually acceptable and qualified settlement administrators, the Parties mutually agreed to ask the Court to appoint ILYM Group, Inc as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, agreed to follow this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notice returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes about the calculation of a Participating Class Member's Individual Class Payment or PAGA Employee's Individual PAGA Payment, unless otherwise ordered by the Court and subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator Settlement will pay the Administration Expenses, including the cost of printing and mailing the Class Notice, out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

F. **PROCEDURE FOR APPROVING SETTLEMENT.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (“Motion for Preliminary Approval”). Dan Turner will resolve any disagreement among the Parties about the Class Notice, the proposed orders, or other documents necessary to implement the Settlement.
 - b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Motion, and submit an Order Granting Preliminary Approval of the Settlement.
 - c. If the Court declines to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval.
2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice as follows:
 - a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member’s Class Data. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable tax authorities, in order to carry out the reasonable efforts described in Section III.F.2.c., or pursuant to Defendant’s express written authorization or by order of the Court. However, the Settlement Administrator will check the Class Data against the information in Exhibit A and confirm to Class Counsel it matches. If the Class Data does not match, the Class Data will be produced to Class Counsel, except with employee ID number used instead of personal information, so the Parties may work to remedy any issue.
 - b. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notices to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
 - c. If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than five days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to these deadlines, to trace the mailing address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class

Members for whom it finds new addresses. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than five days before the date by which the Plaintiff will file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Before the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Class Member may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to these procedures:

- a. **Objections to Settlement and Disputes as to Workweeks.** The Class Notice will provide that only Participating Class Members who wish to object in writing to the Settlement must submit to the Settlement Administrator, no later than 60 days after the Settlement Administrator mails the Class Notices, written objections to the Settlement setting forth the grounds for the objection. Class members may also appear at the final approval hearing to object orally, even if they have not submitted a written objection. Each Class Member shall also have 60 days from the date of mailing the Class Notice in which to dispute the number or workweeks the Class Notice allocates to them during the Class Period. The Class Notice shall include a Workweek Dispute Form substantively in the form attached as Exhibit B to this Agreement and incorporated by reference into this Agreement. The Settlement Administrator will resolve any dispute as to this allocation unless otherwise ordered by the Court. Class Members shall direct any Notice of Dispute to the Settlement Administrator.
- b. **Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Unless otherwise ordered by the Court, Class Counsel shall file their application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment simultaneously with the Motion for Final Approval, and the Court will hear the application at the Final Approval Hearing. The Class Notice will provide that Participating Class Members who wish to object in writing to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment must submit to the Settlement Administrator no later than 60 days after the Settlement Administrator mails the Class Notices, written objection to the fees

and costs setting forth the grounds for the objection. Class members may also appear at the final approval hearing to object orally, even if they have not submitted a written objection.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator no later than 60 days after the Settlement Administrator mails the Class Notices, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply with the instructions in the Class Notice, which shall include an Election Not to Participate Form substantively in the form attached as Exhibit C to this Agreement and incorporated by reference into this Agreement. If there is a question about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement and the Judgment will not bind a Non-Participating Class Member. Defendant will remain free to contest any claim barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant have or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member, bound by the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she objected to the Settlement. Persons who submit an Election Not to Participate in Settlement cannot file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share and all of the terms of the Settlement will bind them, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** No later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide the Parties with a complete and accurate count of Participating Class Members and Non-Participating Class Members.
4. **Right of Defendant to Reject Settlement.** If more than 10 percent of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement and the cost of sending notice to the Class Members that it voided the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void no later than 10 days after the Settlement Administrator notifies the Parties, for the final time, of the number of valid Elections Not to Participate in Settlement it has received.

5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Class Counsel will file with the Court their Motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date the Plaintiff files the Motion for Final Approval, and the Court will hear the application at the Final Approval Hearing.
 - b. No later than 16 court days before the Final Approval Hearing, the Plaintiff will file with the Court a Motion for Final Approval of the Settlement, the PAGA Payment, and Payment of the Settlement Administration Expenses.
 - c. If any opposition is filed, then no later than five court days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval of the Settlement, the PAGA Payment, and Payment of the Settlement Administration Expenses; and Plaintiff and Class Counsel may also file a reply in support of their Motion for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction over the Actions and the Settlement pursuant to Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel waive any rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment will become non-appealable when the Court enters it. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under

the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment so there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court no later than 14 days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant will fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within 45 days of the Effective Date. Within 15 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will pay to Participating Class Members and PAGA Employees, their Settlement Shares; to Plaintiff the Class Representative Service Payment; to Class Counsel, the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Settlement Administrator, the Settlement Administration Expenses.
10. **Uncashed Settlement Share Checks.** A Participating Class Member and PAGA Employee must cash his or her Individual Class Payment and Individual PAGA Payment check within 180 days after the Settlement Administrator mails it to him or her. If the Settlement Administrator receives a returned check, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member or PAGA Employee at his or her correct address. If the check remains uncashed by the expiration of checks, the Settlement Administrator will pay the funds from such uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member in accordance with California Code of Civil Procedure section 384 in the name of the Participating Class Member or PAGA Employee and the Participating Class Member or PAGA Employee will remain bound by the applicable Release in the Settlement.
11. **Final Report by Settlement Administrator to Court.** Within 10 calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and Class Counsel will file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount pursuant to California Code of Civil Procedure section 384. Thereafter, the Court shall set a date for a final review hearing when the Parties shall report to the Court the total amount actually paid to the Class Members.

G. **RELEASE OF CLAIMS.**

1. **Participating Class Members.** As of the date Defendant funds the Gross Settlement Amount, Defendant and the Released Parties shall be entitled to a release from the Plaintiff and Participating Class Members on behalf of themselves, their heirs, successors, and assigns of all the claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. ("Released Class Claims").
2. **PAGA Employees.** As of the date Defendant funds the Gross Settlement Amount, Defendant and the Released Parties shall be entitled to a release from the Plaintiff and PAGA Employees on behalf of themselves, their heirs, successors, and assigns of all the PAGA claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred during the PAGA Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. ("Released PAGA Claims").
3. **Plaintiff.** As of the date the Defendant funds the Gross Settlement Amount, Plaintiff fully and finally releases Defendant and the other Released Parties from any claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to his work with Defendant ("Plaintiff's Released Claims"). This release excludes only the release of claims not permitted by law.
4. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of California Civil Code section 1542, 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.
5. **Class Counsel.** As of the date Defendant funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment (including the right to enforce

this Agreement), Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorney fees and expenses against Defendant arising from or related to the Action.

- H. **NO EFFECT ON OTHER BENEFITS.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- I. **LIMITATION ON PUBLIC STATEMENTS ABOUT SETTLEMENT.** Plaintiff and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after the Court grants preliminary approval for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members. This provision does not prohibit Class Counsel from listing the case among its qualifications to be appointed class counsel in other cases or as required by any court order. This provision does not prohibit Defendant from making required disclosures as a public company, including, but not limited to, disclosures in SEC filings (such as 10-K, 10-Q, and 8-K), earnings releases, or similar.
- J. **MISCELLANEOUS TERMS.**
1. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have violated the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. Defendant enters this Agreement solely for compromising highly disputed claims. Nothing in this Agreement is an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that the claims lacked merit or any defense asserted by Defendant has merit. This Settlement and the fact that Plaintiff and Defendant settled the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than with making the Settlement pursuant to this Agreement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. The Parties agree any court may admit this section and all other provisions of this Agreement in evidence for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. If the Parties cannot agree on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to implement this Agreement, the Parties will seek the assistance of Mark Rudy for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute 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.
6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove, this Agreement, and any parts, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** The laws of the State of California govern all terms of this Agreement and its exhibits.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. A court should not construe this Agreement against any Party because the Party was the drafter or participated in the drafting.
10. **Fair and Reasonable Settlement.** The Parties and their respective counsel believe and warrant this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, considering all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** Class Counsel agrees to use all originals, copies, and summaries of confidential documents and data provided by Defendant in

connection with the mediation or other settlement negotiations only with respect to this Settlement, and no other purpose. Upon Defendant's request, after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is only there and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

KJT Law Group, LLP
Levon Shant Yepremian
Christopher A. Adams, Esq.
Vache A. Thomassian, Esq.
230 North Maryland Avenue, Suite 306
Glendale, California 91206
Tel.: (213) 358-7046/Facsimile: (310) 820-1258

To Defendant:

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Robert R. Roginson
Vi N. Applen
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Tel.: 213-239-9800 /Facsimile: 213-239-9045

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will constitute the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement by the Parties the continuing litigation of the Actions shall be stayed and the time to bring the Actions to trial shall be extended pending the outcome of the settlement process.
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Actions to ensure the continuing implementation of this Agreement.
17. **Court Filings.** The Parties agree not to object to any Court filings consistent with this Settlement Agreement.

[Signatures on next page]

Dated: _____, 2025

Nicolas Gonzalez

Dated: _October 13, 2025

Bear Down Brands, LLC

By:  _____

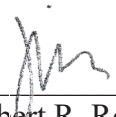
Dated: _____, 2025

KJT LAW GROUP, LLP

By: _____
Levon Shant Yepremian
Christopher A. Adams
Vache A. Thomassian
Attorneys for Plaintiff

Dated: _October 20_____, 2025

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

By:  _____
Robert R. Roginson
Vi N. Applen
Attorneys for Defendant

Dated: 10/20/2025, 2025

Nicolas Gonzalez

Nicolas Gonzalez

Dated: _____, 2025

Bear Down Brands, LLC

Dated: October 20, 2025

By: _____

KJT LAW GROUP, LLP

By: _____

Levon Shant Yepremian

Christopher A. Adams

Vache A. Thomassian

Attorneys for Plaintiff

Dated: _____, 2025

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

By: _____

Robert R. Roginson

Vi N. Applen

Attorneys for Defendant

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**
(Nicolas Gonzalez v. Bear Down Brands, LLC Case No. 30-2023-01340515-CU-OE-CXC)

*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 an employee class action lawsuit (“Action”) against Bear Down Brands, LLC. (hereafter referred to as “Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Nicolas Gonzalez (“Plaintiff”) and seeks payment of back wages, penalties, and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (August 7, 2019 to [DATE] and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Defendant during the PAGA Period (June 2, 2022 to [DATE]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’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 likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’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 Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. The Individual Class Payment estimate is also based on Defendant’s records showing that you [Have Not/Have] already received payment from Defendant as part of the individual SETTLEMENT AGREEMENT AND RELEASE between you and Defendant. Class Members who have not already received this payment are “*Pick Up Stix* Unsettled Class Members” under the Settlement and shall receive \$250 in addition to the pro-rata amount based on workweeks.

If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already 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. You will be deemed to have carefully read and understood it. 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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 Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Election Not To Participate Form included with this Notice 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 Defendant, 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.

Defendant 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 any). In exchange, you will give up your right to assert the wage claims against Defendant 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 Election Not To Participate. 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. Defendant 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) depends, in part, 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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’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 employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. 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: Christopher A. Adams, Vache A. Thomassian, Caspar Jivalagian, and Levon S. Yepremian of KJT Law Group LLP, 230 North Maryland Avenue, Suite 306, Glendale, CA 91206 (“Class Counsel”).

Defendant 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?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant 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 ultimately 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 Defendant 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. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant 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. 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?

1. **Defendant Will Pay \$149,250 as the Gross Settlement Amount (Gross Settlement).**
Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement in one lump sum. Defendant shall pay one lump sum of \$149,250 not more than 45 days after the Judgement entered by the Court becomes final. The Judgement will be final on the date the Court enters Judgement, or a later date if Participating Class Members object to the proposed settlement or the Judgement is appealed. 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 Workforce Development Agency (“LWDA”) in proportionate share within 15 days of receiving the Gross Settlement.
2. **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:
 - A. Up to \$49,750.00 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$12,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Award 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.
 - C. Up to \$7,500 to the Administrator for services administering the Settlement.
 - D. Up to \$12,500 for PAGA Penalties, allocated 75% (\$9,375) to the LWDA PAGA

Payment and 25% (\$3,125) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

- E. Defendant will receive a credit of \$37,250.00 for money already paid to individual *Pick Up Stix* Settled Class Members as a result of the Action.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) according to the schedule outlined above by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks and whether they previously received payment from Defendant as part of an individual agreement between the applicable Participating Class Members and Defendant.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. 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 IRS 1099 Forms.

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

5. 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 deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Election Not Participate in 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 _____, that you wish to opt-out. The easiest way to notify the Administrator is to complete and send the Election Not to Participate Form included with this Notice to the Administrator by [DATE]. The Election Not to Participate 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 Defendant.

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 Defendant based on the PAGA Period facts alleged in the Action.

7. 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. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Election Not To Participate. 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.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately 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 by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Member, on behalf of themselves, their heirs, successors, and assigns, release Defendant and the Released Parties of all the claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

PAGA Employees on behalf of themselves, their heirs, successors, and assigns, release Defendant and the Released Parties of all the PAGA claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred during the PAGA Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. Each *Pick Up Stix* Unsettled Class Member (in other words, Class Members who did not already receive an individual payment from Defendant) will receive \$250.00 to equalize the distribution of the funds and prevent unfairness with respect to the treatment of the Participating Class Members. The Settlement Administrator will then allocate the remainder of the Net Settlement Amount to Participating Class Members. It will do so by dividing the remainder of the Net Settlement Amount by the total number of Class Period Work Weeks that occurred during the Class Period. The Settlement Administrator will then multiple that amount by each Participating Class Member's Class Period Work Weeks. The pro-rata amount is in addition to the \$250.00 payment used to equalize the distribution.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,125 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 worked by each individual Aggrieved Employee.
3. 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 Defendant'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 or by completing and sending the Class Workweek Dispute Form included with this Notice to the Administrator via mail, email or fax. 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 Defendant's Counsel. The Administrator and the Parties will attempt to resolve any disputes regarding the validity of any Class Member's allocation of Workweeks/Pay Periods, but the Court ultimately will decide any unresolved disputes.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every 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.
2. **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).

Your check 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?

Complete and submit the Election Not To Participate Form included with this Notice to the Administrator, or 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 based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Nicolas Gonzalez v. Bear Down Brands, LLC*, Case No.30-2023-01340515-CU-OE-CXC, 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, other than your representative, 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 Defendant are asking the Court to approve. At least 16 court 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, Class Counsel (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 <https://www.ocourts.org/online-services/case-access>.

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 _____ and include your name, current address, telephone number, and approximate dates of employment for Defendant 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 **(date) at (time)** in Department CX-102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd. Santa Ana, California 92701. 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 remote hearings at <https://mccourts.org/general-information/remote-appearance-information>. 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 Defendant 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. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange County Superior Court by calling (657) 622-6878.

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

Class Counsel:

KJT LAW GROUP LLP

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Vache A. Thomassian (vache@kjtlawgroup.com)

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230 N. Maryland Ave., Suite 306
Glendale, CA 91206
818.507.8525

Settlement Administrator: Name of Company: ILYM Group, Inc.
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 should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.

EXHIBIT B

CLASS WORKWEEK DISPUTE FORM

Nicolas Gonzalez v. Bear Down Brands, LLC
Orange County Superior Court Case No. 30-2023-01340515-CU-OE-CXC

<<Name>>

«Address»

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

Indicate Name/Address Changes, if any:

INSTRUCTIONS

IF YOU WERE EMPLOYED BY BEAR DOWN BRANDS, LLC (“DEFENDANT”) AS A NON-EXEMPT EMPLOYEE BETWEEN AUGUST 7, 2019 THROUGH OCTOBER 22, 2025 THEN YOU ARE A CLASS MEMBER.

The amount of your estimated Individual Class Payment is based, in part, upon the Workweeks you worked for Defendant in California between August 7, 2019 through October 22, 2025. “Workweek” means any week during which a Class Member worked for Defendant at least one day, during the class period. The number of Workweeks applicable to your claim is set forth below. If you believe that the number of weeks stated is incorrect, you may dispute the number of weeks by submitting a completed Dispute Form with supporting document on or before [INSERT DATE]. **If you believe that the number of weeks stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORK WEEKS

Defendant’s records show that during the Class Period (August 7, 2019 through October 22, 2025), you worked as an hourly employee, in California, which qualifies you as a Settlement Class Member and your total number of Workweeks in this position are: <<**NUMBER OF WORKWEEKS**>>.

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the above numbers of Workweeks, your estimated pre-tax Settlement Payment is <<**INSERT**>>.

III. CHALLENGE TO WORK WEEKS

If you wish to dispute the Eligible Workweeks data listed above, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by [INSERT DATE].

Check a box below **ONLY** if you wish to dispute the dates listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my work weeks is _____. I have also included information and/or documentary evidence that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

Nicolas Gonzalez v. Bear Down Brands, LLC
Settlement Administrator c/o
[INSERT ADDRESS]

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, TO CHALLENGE YOUR WORK WEEK AMOUNT YOU MUST SIGN AND POSTMARK AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [INSERT DATE].

EXHIBIT C

ELECTION NOT TO PARTICIPATE FORM

Nicolas Gonzalez v. Bear Down Brands, LLC.
Orange County Superior Court Case No. 30-2023-01340515-CU-OE-CXC

*If you want to receive an Individual Class Payment, you should **not** fill out this form and take no further action. This form is to be used **only** if you want to exclude yourself from the Settlement.*

If you exclude yourself from the Settlement by opting out: (1) you will not receive any payments or benefits under the Settlement; (2) you will not be able to object to the Settlement; (3) you will not be bound by the Settlement if it is ultimately approved by the Court; and (4) you may pursue any claims asserted in the Actions that you have against Defendant Bear Down Brands, LLC. by filing your own lawsuit.

To be excluded from the Settlement, complete this Election Not To Participate Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than

[Response Deadline].

Nicolas Gonzalez v. Bear Down Brands, LLC.

[City, State Zip]

Election Not To Participate

I hereby certify that I am or was employed by Defendant Bear Down Brands, LLC. as a non-exempt employee in the State of California during the time period from August 7, 2019 through October 22, 2025. I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Election Not To Participate Form, I will not receive any money or other benefits under the Settlement, and I will not be bound by the Settlement, including the release of Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____

Phone: _____

Street Address: _____

City, State, Zip Code: _____

Last 4 digits of Social Security No.: _____

Date of Birth: _____

Signature of Class Member: _____

Date: _____