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Attorneys for Plaintiffs and the putative class

**SUPERIOR COURT OF CALIFORNIA
SAN FRANCISCO COUNTY**

SANDY GONZALEZ, ERICH MUES,
LEIGHA SCOTT, and LAWRENCE
WILLIAMSON, individually and on behalf of
other members of the general public similarly
situated,

Plaintiffs,

v.

BLUE LINK WIRELESS, LLC, SAAD J.
NADHIR, and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-24-614396

**DECLARATION OF EDWARD J.
WYNNE IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA SETTLEMENT**

Date: February 25, 2025

Time: 9:30 a.m.

Dept.: 606

Trial Date: Not Yet Set

Complaint Filed: May 3, 2024

1 I, EDWARD J. WYNNE, declare that:

2 1. I am an attorney at law duly licensed to practice in all the courts of the state of
3 California and am admitted to practice before all state and federal courts in California. I am the
4 principal of Wynne Law Firm, the attorneys of record for Plaintiffs Sandy Gonzalez, Erich Mues,
5 Leigha Scott, and Laurence Williamson ("Plaintiffs").

6 **Adequacy of Counsel**

7 2. I graduated with honors from the University of California at Berkeley in 1989. I
8 graduated from the University of Santa Clara Law School in 1992. I am admitted to practice law
9 before the following courts: United States Court of Appeals, Ninth Circuit, United States District
10 Court for all Districts of California, and all of California's state courts.

11 3. My practice has been devoted to complex class action litigation for the past twenty-
12 five years. Much of this litigation has involved class action prosecution of the wage and hour laws
13 in both state and federal courts.

14 4. I have tried to judgment the only known misclassification class action in California
15 at both the liability and damages phases which resulted in the published opinion *Duran et al. v.*
16 *U.S. Bank, N.A.*, 59 Cal.4th 1 (2014). The Supreme Court called it "an exceedingly rare beast."
17 *Id.* at 12. After getting the case certified and prevailing at trial, the judgment was reversed by the
18 Court of Appeal, affirmed by the Supreme Court, and plaintiffs' second effort at certification in
19 the Superior Court was denied (and affirmed by the Court of Appeal) after 17 years of hard-fought
20 litigation. While the judgment has been reversed, the opinion is a watershed case that will stand
21 with *Sav-on v. Superior Court*, 34 Cal.4th 319 (2004) and *Brinker Restaurant Corp. v. Superior*
22 *Court*, 53 Cal.4th 1004 (2012) as one of the pillars in wage and hour litigation because it holds
23 that "[s]tatistical sampling may provide an appropriate means of proving liability and damages"
24 in class action litigation (*id.* at 13), and found that defendants do "not have an unfettered right to
25 present individualized evidence in support of a defense," let alone "a due process right to litigate
26 an affirmative defense as to each individual class member." *Id.* at 34, 38. In addition, the opinion
27 reaffirmed in the strongest sense California's public policy in favor of the class action device and
28 employee protections, by, inter alia, citing with approval Justice Werdegarr's concurring opinion

1 in Brinker.

2 5. In 2012, I tried, along with co-counsel, a certified wage and hour class action that
3 was in its fourth month of trial in San Diego County when it settled. The case - *Puchalski et al.*
4 *v. Taco Bell Corp.* (San Diego County Superior Court Case GIC 870429) - was tried under
5 California's executive exemption. The case was single phased for liability and damages with a
6 planned second penalty phase. The case settled after Plaintiffs completed their case-in-chief.

7 6. I was counsel in *Sav-on v. Superior Court*, 34 Cal.4th 319 (2004), a certified class
8 action of over 1,500 managers of Sav-on stores in California seeking earned and unpaid overtime
9 compensation and derivative penalties under the California Labor Code. The California Supreme
10 Court opinion affirmed the trial court's grant of class certification which had been reversed by the
11 court of appeal in a published decision. The issue at the heart of the Sav-on opinion is of
12 paramount importance to all California attorneys practicing in the area of wage and hour law
13 because it focuses on the whether the predominance element of certification can be established in
14 an action seeking overtime compensation. The issue has been, and continues to be, one of hot
15 debate among practitioners in this field due to the "fact intensive inquiry" articulated in *Ramirez*
16 *v. Yosemite Water Company*, 20 Cal.4th 785 (1999) under California's quantitative standard.
17 Should Wynne Law Firm and its co-counsel not have prevailed before the California Supreme
18 Court, there is little doubt employees would have faced tremendous hurdles in recovering back
19 wages in anything but single-plaintiff cases which puts the employee at a decided disadvantage to
20 the employer.

21 7. I have been recognized as one of California's "Top Labor and Employment
22 Lawyers" by the Daily Journal in 2014. I have been recognized by Northern California Super
23 Lawyers Magazine in the area of Labor and Employment every year since 2012.

24 8. I have invited to speak and write specifically on wage and hour issues before
25 various forums including, the Labor and Employment Section of the California State Bar
26 Association's 2004 Annual Meeting in Anaheim, California, the Los Angeles County Bar
27 Association in Los Angeles, California, the Santa Clara County Bar Association in Santa Clara,
28 California, Bridgeport's 2007, 2009, 2010, 2012, 2016 and 2019 Continuing Education

1 Conferences in San Francisco, California, the Employment Law Reporter of the Labor and
2 Employment Section of the California State Bar, the radio program “Your Legal Rights” of
3 KALW, San Francisco, California, and Mealy’s Wage & Hour Litigation Teleconference.

4 9. I have litigated or am in the process of litigation over 75 wage and hour class and
5 collective actions in both state and federal court on the issues of overtime compensation (*Albrecht*
6 *v. Rite Aid Corp.*, San Diego County Superior Court, 729219), meal and rest breaks (*Winfrey v.*
7 *Chief Auto Parts*, San Francisco County Superior Court, CGC 95-974016), vacation pay (*Leung*
8 *v. Rite Aid Corp.*, Los Angeles County Superior Court, BC 214742), final payments at time of
9 termination (*Nelson-Rupp v. The Gap*, Orange County Superior Court, 00CC12661), off-the-clock
10 compensation (*Scura v. Shurgard*, USDC, N. Cal., 02-4506), and minimum wage violations
11 (*Iriarte v. Rubio Arts*, Los Angeles County Superior Court, BC340377), to name a few. I have
12 litigated or am litigating class actions under the executive exemption (*Aguardo v. Pizza Hut, Inc.*,
13 San Francisco County Superior Court, 994947), the administrative exemption (*Burakoff et al. v.*
14 *USBancorp*, Los Angeles County Superior Court, BC341430), the outside sales exemption
15 (*Duran v. US Bank*, Alameda County Superior Court, 2001-035537), the commissioned sales
16 exemption (*Schmoekel v. VALIC*, USDC, C. Cal., 06-5282), the professional exemption (*Kress et*
17 *al. v. PricewaterhouseCoopers LLP*, USDC E. Cal. 08-00965) and the exemption for drivers
18 (*O’Donnell v. Starving Students*, Marin County Superior Court, CV 004930).

19 **Summary of Settlement Terms**

20 10. The details of the settlement are set forth in the Joint Stipulation marked and
21 attached hereto as **Exhibit 1**.

22 11. Settlement Fund: In return for a release of the claims, BLW shall create a non-
23 reversionary \$440,000.00 settlement fund entitled, “Gross Settlement Amount” or “GSA.”
24 Because this is not a claims-made settlement, Class Members will not be required to make a
25 submission to participate in the settlement. The GSA will be deposited into an interest-bearing
26 account maintained by the Settlement Administrator within ten (10) days of the Effective Date as
27 defined in the Joint Stipulation.

28 12. After certain deductions identified below, all Store Leader Class members will be

1 paid on a pro rata basis based on the number of weeks they worked for BLW as Managers in
2 California between March 8, 2021 and June 10, 2024 (“Store Leader Class Period”). Similarly,
3 Hourly Employee Class members will be paid on a pro rata basis based on the number of weeks
4 they worked for BLW in an hourly, non-exempt role in California between March 8, 2021 and
5 November 4, 2024 (“Hourly Employee Class Period”). The deductions from the GSA include
6 attorneys’ fees and costs, class representative enhancement awards, payment to the California
7 Labor Workforce Development Agency and the cost of settlement administration.

8 13. Class Representatives and Class Counsel: Subject to Court approval and for
9 settlement purposes only, the parties have stipulated that Plaintiffs, Sandy Gonzalez, Erich Mues,
10 Leigha Scott, and Lawrence Williamson, will be appointed class representatives. Also subject to
11 Court approval, the parties have stipulated that Edward J. Wynne of Wynne Law Firm and Camar
12 R. Jones of Shavitz Law Group, P.A. be appointed class counsel.

13 14. Notice Procedure: Subject to Court approval, the parties have agreed on Phoenix
14 Class Action Administration Solutions (“Phoenix” or “Settlement Administrator”) as the
15 Settlement Administrator. The Settlement Administrator will perform a search on the National
16 Change of Address database to update the Settlement Class Members’ addresses. After updating
17 the database provided by BLW through the National Change of Address database, the Settlement
18 Administrator will disseminate the appropriate Notices to the respective Class Members by
19 electronic mail. For those Class Members for whom BLW does not have a personal email address
20 or for whom the email notice bounced-back, the Settlement Administrator will then mail the
21 Notice via regular First-Class U.S. The Class Notices will include the estimated settlement amount
22 to each Class Member, and instructions on how to opt-out of or object to the settlement.

23 15. Net Settlement Value: After deductions for the Class Counsel Award, the Class
24 Counsel Costs, the Class Representative Enhancement, the Settlement Administration Costs, and
25 the PAGA Allocation, the Net Settlement Value is estimated to be at approximately \$250,334.00,
26 comprised of \$142,189.71, which will be allocated to the Hourly Employee Class Members, and
27 \$108,144.29, which will be allocated to the Store Leader Class Members. Payments to individual
28 Class Members will be calculated and apportioned from the Net Settlement Value based on the

1 number of weeks each Class Members actually worked in the subject job titles during the
2 respective class periods.

3 16. Enhancement Awards: Pursuant to the parties' agreement, Plaintiffs will seek, and
4 BLW will not oppose, a payment of \$2,500.00 to each of the Plaintiffs as Enhancement Awards.

5 17. Class Counsel's Fees and Costs: Pursuant to the parties' agreement, the Court may
6 award Class Counsel for the services they have rendered and will render to Plaintiffs and the Class
7 Members in relation to prosecuting the claims involved in this lawsuit. Class Counsel will seek a
8 fee award not to exceed \$146,666.00 or one-third of the GSA. Class Counsel will also seek
9 reimbursement of costs in an amount not to exceed \$15,000. Because this is a non-reversionary,
10 common fund settlement, any portion of the requested fees and costs that are not approved by the
11 Court would be distributed to the Class Members.

12 18. LWDA Payment: Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00)
13 from the Gross Settlement Amount has been allocated to claims for civil penalties brought under
14 the Private Attorneys General Act of 2004 ("PAGA"). The parties have agreed to pay the LWDA
15 \$16,500.00, or 75% of the \$22,500.00 attributed to the Hourly Employee and Store Leader
16 Employee PAGA claims, per Labor Code § 2699. The parties have submitted or will submit this
17 settlement to the California Labor Workforce's Development Agency ("LWDA") per California
18 Labor Code section 2699(1)(2).

19 19. Settlement Administrator: The proposed Settlement Administrator, Phoenix, has
20 agreed to cap its fee at \$9,750.00. Attached hereto as **Exhibit 2** is a true and correct copy of the
21 bid from Phoenix. Class Counsel solicited bids from three other well-known settlement
22 administrators and Phoenix was the most competitive.

23 **Standards for Preliminary Approval**

24 20. The Plaintiffs were employed by BLW as both exempt-classified SLs and non-
25 exempt-classified hourly employees during the class period. With respect to the SLs, Plaintiffs
26 allege they were not properly classified as exempt and not reimbursed for all reasonable and
27 necessary business expenses. With respect to the hourly paid employees, Plaintiff Mues alleges
28 he suffered deductions from his wages due to Defendants' "shrink" policy as well as not being

1 provided meal and rest breaks. Class Members and the Plaintiffs have been affected by these same
2 uniform policies. Accordingly, typicality is therefore satisfied.

3 21. There is the issue of arbitration. Defendants have asserted that approximately 54%
4 (40/74) of the Store Leaders and 71% (388/541) of the Hourly Employees signed arbitration
5 agreements containing class and collective action waivers, which would require them to assert
6 their own individual claims to obtain a recovery. It is Counsel's experience that few, if any,
7 employees will assert their individual claims in arbitration thus making the arbitration agreement
8 a de facto waiver of claims. On the other hand, if any appreciable amount of employees do, in
9 fact, assert their claims in arbitration, the cost to employers – before any determination on the
10 merits – can be significant. For example, it is not uncommon for arbitrators to charge over \$10,000
11 to open a file on claims that are worth a fraction of the initial filing fee. And such initial filing fees
12 are before the arbitrator's other fees and defense counsel costs, all of which are borne by the
13 employer. Of course, were the employee to prevail, then defendant would be potentially liable for
14 plaintiff's counsel's fees and the judgment. In short, the presence of arbitration agreements in this
15 case posed a risk for both sides.

16 **Recommendation of Counsel**

17 22. Based on my experience in *Duran v. U.S. Bank N.A.*, 59 Cal.4th 1 (2014) perhaps
18 best exemplifies the risk, expense, complexity and duration of further litigation. Counsel herein
19 was successful in obtaining certification for that case and subsequently prevailed at trial after eight
20 years of litigation only to have the entire judgment and certification ultimately reversed by the
21 California Supreme Court after an additional five years of litigation.

22 23. Prior to mediation, Defendants provided summary data for both classes.

23 24. Although the parties did not complete formal discovery, the informal discovery
24 outlined above is significant, and allowed Plaintiffs to make a reasoned and informed decision
25 about the potential exposure, and the litigation risks going forward.

26 25. While the recommendations of counsel proposing the settlement are not
27 conclusive, the court can properly take them into account, particularly if they have been involved
28 in litigation for some period of time, appear to be competent, have experience with this type of

1 litigation, and significant discovery has been completed. In this case, Plaintiffs and the Class
2 Members are represented by competent and experienced counsel. Plaintiff's counsel recommends
3 the proposed settlement as fair, adequate and reasonable to the class members and in their best
4 interests.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Executed this 19th day of February, 2025, at Larkspur, California.

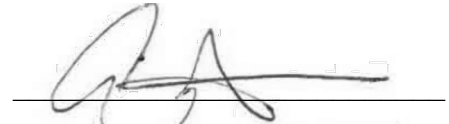
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EXHIBIT 1

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Attorneys for Defendants
BLUE LINK WIRELESS, LLC; SAAD J. NADHIR

**SUPERIOR COURT OF CALIFORNIA
SAN FRANCISCO COUNTY**

SANDY GONZALEZ, ERICH MUES,
LEIGHA SCOTT, and LAWRENCE
WILLIAMSON, individually and on behalf of
other members of the general public similarly
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Plaintiffs,

v.

BLUE LINK WIRELESS, LLC, SAAD J.
NADHIR, and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-24-614396

**JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION**

2 **SETTLEMENT AND RELEASE**

3 IT IS HEREBY STIPULATED, by and among plaintiffs SANDY GONZALEZ
4 (“Gonzalez”), ERICH MUES (“Mues”), LEIGHA SCOTT (“Scott”), and LAWRENCE
5 WILLIAMSON (“Williamson”) (together, “Plaintiffs”), on behalf of themselves and the Settlement
6 Class Members, and defendants, BLUE LINK WIRELESS, LLC and SAAD J. NADHIR
7 (“Defendants”), and subject to the approval of the Court, that the above-captioned action is hereby
8 being compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation
9 of Class Action Settlement and Release (the “Settlement”).

10 **1. DEFINITIONS**

11 Capitalized terms used in this Settlement shall have the meanings set forth below:

12 1.1. “Action” means the lawsuit entitled *Gonzalez, et al. v. Blue Link Wireless, LLC, et*
13 *al.*, pending in the Superior Court of the State of California, County of San Francisco, and designated
14 as Case No. CGC-24-614396.

15 1.2. “BLUE LINK WIRELESS, LLC”, “BLUE LINK” or “BLW” means BLUE LINK
16 WIRELESS, LLC, and all of its past, present and/or future, direct and/or indirect, officers, directors,
17 members, managers, employees, agents, representatives, attorneys, insurers, partners, investors,
18 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
19 successors, assigns, and joint venturers.

20 1.3. “Class Counsel” means Edward J. Wynne and George Nemiroff of Wynne Law Firm,
21 and Camar Jones of Shavitz Law Group, P.A.

22 1.4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
23 litigation and resolution of this Action in a maximum amount of One Hundred Forty Six Thousand
24 Six Hundred Sixty Six Dollars and Zero Cents (\$146,666.00) (1/3rd of the Gross Settlement
25 Amount). The Court shall determine the amount of the Class Counsel Award, and it shall be paid
26 from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that is not
27 awarded to Class Counsel shall be part of the Net Settlement Amount.

28 1.5. “Class Counsel Costs” means expenses incurred by Class Counsel for Class Counsel’s

litigation and resolution of this Action, not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). The Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Costs that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

1.6. “Class Information” means information regarding Settlement Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided as a Microsoft Excel spreadsheet and shall include: the names, last known mailing address, last known email addresses, social security numbers, workweeks worked by Settlement Class Members, and pay periods worked by PAGA Members during the Class and PAGA Periods. The Class Information will be compiled by Defendants in good faith using best efforts from BLW’s records. Because the Class List will include Class Member and PAGA Employee sensitive information, the Settlement Administrator will maintain the Class Information securely and in confidence.

1.7. “Class Representative Enhancement Award” means the amount that the Court authorizes to be paid to each of Gonzalez, Mues, Scott, and Williamson, not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to each Plaintiff, in recognition of Plaintiffs’ efforts and risks in assisting with the prosecution of the Action. The Class Representative Enhancement Award shall be paid from the Gross Settlement Amount. Any portion of the requested Class Representative Enhancement Award that is not awarded to Plaintiffs shall be part of the Net Settlement Amount.

1.8. “Complete and General Release” means an irrevocable and unconditional release given only by the named Plaintiffs Gonzalez, Mues, Scott, and Williamson in the Action, releasing the Released Parties from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring during or related to Plaintiffs’ employment, and/or the Action, including but not limited to all of the Class Claims and including without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or

omission committed or omitted by the Released Parties during or related to Plaintiffs' employment with or separation from Defendants, including any and all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental that arose or may have arisen before or through the end of the Class Period and/or arising out of Plaintiffs' employment with Defendants and/or the cessation thereof. This release includes a waiver of California Civil Code section 1542 (*i.e.*, 1542 Waiver). This release by Plaintiffs also includes, but is not limited to, a release of all claims under (a) the California Civil Code, (b) the California Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state, federal, and local law, regulation and ordinance dealing with discrimination in employment, disability, wrongful discharge, and retaliation for exercising any right or participating or engaging in any activity, (n) the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or common law claim or cause of action for breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations arising out of any of Defendants' employment policies or practices, employee handbooks, and/or any statements by any employee or agent of Defendants whether oral or written, and (t) any federal, state or common law claim or cause of action for reinstatement, back pay, bonus, attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any kind. This provision is intended by the Parties to be all-encompassing and to act as a full and

total release of any claims, whether specifically enumerated herein or not, that Plaintiffs might have or have had, that exists or ever has existed related to his employment with or separation from Defendants to the maximum extent permitted by law. Notwithstanding the foregoing, Plaintiffs' Complete and General in this Agreement does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after this Agreement is executed by Plaintiffs; and (iii) rights or claims arising of this Agreement.

1.9. "Court" means the Superior Court of the State of California for the County of San Francisco.

1.10. "Defendants" means BLW and NADHIR, collectively.

1.11. "Defense Counsel" means Jocelyn D. Hannah of LITTLER MENDELSON, P.C.

1.12. "Effective Date" means the date by which the Settlement is finally approved and the Court's Final Approval Order becomes binding. The Final Approval Order becomes binding upon the later of: (a) the day after the last day by which a notice of appeal to the California Court of Appeal of the Final Approval Order and/or of an order rejecting any motion to intervene may be timely filed; (b) if an appeal is filed, and the appeal is finally resolved and results in affirmation of the Final Approval Order, the day after the last date for filing a request for further review of the Court of Appeals' decision passes and no further review is requested; (c) if further review is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested; or (d) if review is accepted, the day after the California Supreme Court affirms the Final Approval Order. The Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal, writ, or further appeal that could potentially prevent this Settlement from becoming final and binding according to the terms agreed upon by the Parties.

1.13. "Employee Taxes" means the employee's share of any and all applicable federal, state, and local payroll taxes on the portion of Participating Class Members' Individual Settlement Payment that constitutes wages.

1.14. "Employer Taxes" means the employer's share of any and all applicable federal, state,

1 and local payroll taxes on the portion of Participating Class Members' Individual Settlement
2 Payment that constitutes wages. The Employer Taxes will be paid by Defendants and not out of the
3 Gross Settlement Amount or Net Settlement Amount.

4 1.15. "Final Approval Date" means the date which the Court grants final approval of the
5 Settlement.

6 1.16. "Final Approval Hearing" means the hearing held on the motion for final approval
7 of the Settlement.

8 1.17. "Final Approval Order" means the Court's entry of an order of an Order granting
9 final approval of the Settlement.

10 1.18. "Gross Settlement Amount" means the maximum amount Defendants shall have to
11 pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
12 Individual Settlement Amounts to Participating Class Members, Class Counsel Award, Class
13 Counsel Costs, Settlement Administrator Costs, Class Representative Enhancement Awards, and
14 the PAGA Allocation. Subject to Court approval and the terms of this Settlement, the Gross
15 Settlement Amount Defendants shall be required to pay is Four Hundred Forty Thousand Dollars
16 and Zero Cents (\$440,000.00). Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)
17 of the Gross Settlement Amount will be allocated to satisfying the claims of the Store Leader Class
18 Members and Store Leader PAGA Members, and One Hundred Ninety Thousand Dollars and Zero
19 Cents (\$190,000.00) of the Gross Settlement Amount will be allocated to satisfying the claims of
20 the Hourly Employee Class Members and Hourly Employee PAGA Members. No portion of the
21 Gross Settlement Amount will revert to Defendants, and the Settlement does not require
22 Participating Class Members to submit claims as a prerequisite to receiving their Individual
23 Settlement Payment. Under no other circumstances shall Defendants be required to pay more than
24 the Gross Settlement Amount except as provided for in Paragraph 3.6.12 or in connection with
25 Defendants' payment of the Employer Taxes.

26 1.19. "Hourly Employee Class Members" means all persons employed by Defendants in
27 California as non-exempt retail store employees during the Hourly Employee Class Period, i.e.,
28 March 8, 2021 through November 5, 2024.

1.20. “Hourly Employee Class Period” means the period from March 8, 2021 through November 5, 2024.

1.21. “Hourly Employee Class Released Claims” means all causes of action and factual or legal claims under state, federal and local law that were asserted based on the facts and allegations made in this Action, and any amendments thereto, including California Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 247.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, *et seq.*, and 2802, California Industrial Commission Wage Orders, Cal. Code Regs., title 7, section 11040, *et seq.*, California Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, *et seq.*, and including all claims for alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, unreimbursed business expenses, wage statements, payroll records and recordkeeping, unfair competition, unfair, unlawful or fraudulent business practices based on the facts and allegations made in the Action, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (including but not limited to civil penalties and waiting time penalties), interest, fees, costs, alleged in this action (collectively “Released Class Claims”) during the Hourly Employee Class Period. Hourly Employee Class Members who receive Individual Class Payments will release all Hourly Employee Released Class Claims regardless of whether Plaintiffs and/or the Hourly Employee Class Members negotiate their settlement award checks pursuant to this Settlement.

1.22. “Hourly Employee PAGA Members” means all persons employed by Defendants in California as non-exempt retail store employees during Hourly Employee PAGA Period, i.e. February 16, 2023 through November 5, 2024.

1.23. “Hourly Employee PAGA Member Allocation” means Two Thousand Three Hundred Seventy Five Dollars and Zero Cents (\$2,375.00) representing the PAGA allocation payable to the Hourly Employee PAGA Members. The Hourly Employee PAGA Member Allocation shall be distributed in its entirety to the Hourly Employee PAGA Members.

1.24. The “Hourly Employee PAGA Period” means February 16, 2023 through November 5, 2024.

1.25. “Hourly Employee Released PAGA Claims” means any and all PAGA claims that were asserted in Plaintiffs’ Complaint, any amendments thereto, and the PAGA letters submitted by the Plaintiffs to the LWDA, including for alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, unreimbursed business expenses, wage statements, payroll records and recordkeeping, unfair competition, unfair, unlawful or fraudulent business practices based on the facts and allegations made in this action, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (including but not limited to civil penalties and waiting time penalties), interest, fees, costs alleged in this action during the Hourly Employee PAGA period. This release will be binding on all PAGA Employees and the State of California and there shall be no right for any PAGA Member, including any Plaintiff to the Action, to opt out of this release if the Settlement is approved by the Court. Class Counsel agree to provide timely notice to the LWDA of all settlement-related notices required under PAGA, and to the extent necessary to effectuate a complete release of the Hourly Employee Released PAGA Claims, Plaintiffs agree to submit amended PAGA Notices to the LWDA.

1.26. “Individual Settlement Payment” means the amount payable to each Participating Class Member and PAGA Member, as calculated pursuant to Paragraph 1.26 of the Settlement, from the Net Settlement Amount. Checks for Individual Settlement Payments will specifically indicate that they are void if not negotiated within one hundred eighty (180) days of their issuance.

1.27. “LWDA PAGA Allocation” means Sixteen Thousand Five Hundred Dollars and Zero Cents (\$16,500.00), representing 75% of the PAGA Allocation, and is the amount payable from the Gross Settlement Amount to California’s Labor & Workforce Development Agency.

1.28. “NADHIR” means Defendant, SAAD J. NADHIR

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the Class Counsel Award, the Class Counsel Costs, the Class Representative Enhancement, the Settlement

Administration Costs, and the PAGA Allocation, which yields Two Hundred Thirty-Six Thousand Five Hundred Eighty Four Dollars and Zero Cents (\$236,584.00). One Hundred Thirty Four Thousand Four Hundred Twenty Two Dollars and Seventy Three Cents (\$134,422.73) of the Net Settlement Amount will be allocated to the Store Leader Class Member Net Distribution Fund and Three Thousand One Hundred Twenty-Five Dollars and Zero Cents (\$3,125.00) will be allocated to the Store Leader PAGA Net Distribution Fund to satisfy the claims of the Store Leader Class Members and Store Leader PAGA Members. One Hundred Two Thousand One Hundred Sixty One Dollars and Twenty Seven Cents (\$102,161.27) of the Net Settlement Amount will be allocated to the Hourly Employee Class Member Net Distribution Fund and Two Thousand Three Hundred Seventy-Five Dollars and Zero Cents (\$2,375.00) will be allocated to the Hourly Employee PAGA Member Net Distribution Fund to satisfy the claims of the Hourly Employee Class Members and Hourly Employee PAGA Members. The Net Settlement Amount shall be distributed in its entirety to Participating Class Members and PAGA Members.

1.30. “Notice of Objection” means a written statement of objection to the Settlement made and signed by a Settlement Class Member or his or her representative and includes the following: (a) the full name of the Settlement Class Member; (b) the dates of employment of the Settlement Class Member; (c) the basis for the objection; and (d) whether the Settlement Class Member intends to appear at the Final Approval Hearing.

1.31. “Notice of Settlement” means the Notice of Proposed Class Action Settlement sent to the Hourly Employee Class Members, and Store Leader Class Members, substantially in the form attached hereto as Exhibit A.

1.32. “PAGA Allocation” means Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00), allocated from the Gross Settlement Amount for the compromise of claims for civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Per California Labor Code section 2699(i), Sixteen Thousand Five Hundred Dollars and Zero Cents (\$16,500.00), representing 75% of the PAGA Allocation, will be paid to California’s Labor & Workforce Development Agency. The remaining Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00), representing 25% of the PAGA Allocation, shall be part of the Net Settlement

Amount to be distributed to PAGA Members.

1.33. “PAGA Claims” means claims based on the Private Attorneys General Act (2004) asserted in Plaintiffs’ notice letters to the LWDA and asserted in this Action, including PAGA claims under Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 247.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1197, 1197.1, 1197.5, 1198, 1199, 2802, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys’ fees and costs and civil penalties under PAGA, Labor Code section 2698, *et seq.*

1.34. “PAGA Member(s)” means the Hourly Employee PAGA Members and Store Leader PAGA Members, collectively. PAGA Members cannot opt out of the PAGA portion of this settlement.

1.35. “PAGA Member Allocation” means Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00) representing the amount payable to PAGA Members. Three Thousand One Hundred Twenty-Five Dollars and Zero Cents (\$3,125.00) of the PAGA Member Allocation will be allocated to the Store Leader PAGA Member Net Distribution Fund to satisfy the claims of the Store Leader PAGA Members. Two Thousand Three Hundred Seventy-Five Dollars and Zero Cents (\$2,375.00) of the PAGA Member Allocation will be allocated to the Hourly Employee PAGA Member Net Distribution Fund to satisfy the claims of the Hourly Employee PAGA Members. The PAGA Member Allocation shall be distributed in its entirety to PAGA Members pursuant to Paragraph 1.35. The PAGA Member Allocation represents the portion of civil penalties awarded directly under PAGA, and shall be considered 100% penalties. PAGA Members will not be required to submit a claim form in order to be issued a check for their share of the PAGA Payment. The PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims. PAGA Members shall be deemed to have released the PAGA claims for civil and statutory penalties, and any other interest, liquidated damages, attorney’s fees and costs under PAGA.

1.36. “Participating Class Members” means all the Hourly Employee Class Members and Store Leader Class Members who do not submit a valid and timely Request for Exclusion.

1.37. “Parties” means Plaintiffs and Defendants collectively, and “Party” shall mean any

1 Plaintiff or any Defendant, individually.

2 1.38. "Plaintiffs" means SANDY GONZALEZ, ERICH MUES, LEIGHA SCOTT, and
3 LAWRENCE WILLIAMSON.

4 1.39. "Preliminary Approval Date" means the date the Court enters the Preliminary
5 Approval Order for the Settlement.

6 1.40. "Preliminary Approval Order" means the Proposed Order (filed concurrently with this
7 Settlement) for preliminary approval of the Settlement.

8 1.41. "Released Parties" means BLW, its respective past and present parents, subsidiaries,
9 and affiliates, past and present members, managers, shareholders, directors, officers, owners, agents,
10 employees, attorneys, insurers, predecessors, successors and assigns of the foregoing, Nadhir, and
11 any individuals or entities that could be jointly liable with any of the foregoing.

12 1.42. "Request for Exclusion" means a written statement mailed to the Settlement
13 Administrator that: (a) must contain the name and address of the Settlement Class Member
14 requesting exclusion, (b) must state "Please exclude me from the Settlement in the *Gonzalez, et al.*
15 *v. Blue Link Wireless, et al.* matter," or similar language, (c) must be signed by the Settlement Class
16 Member or his or her legal representative; and (d) must be postmarked or received by the Response
17 Deadline and returned to the Settlement Administrator at the specified address.

18 1.43. "Response Deadline" means the date forty-five (45) days after the Settlement
19 Administrator emails or mails Notices to Settlement Class Members, and shall be the last date on
20 which Class Members may: (a) deliver or postmark Requests for Exclusion from the Settlement, or
21 (b) deliver or postmark Notices of Objection to the Settlement.

22 1.44. "Settlement" means this Joint Stipulation of Class and PAGA Representative Action
23 Settlement and Release.

24
25 1.45. "Settlement Administrator" means Phoenix Class Action Administration Solutions
26 ("Phoenix" or "Settlement Administrator").

27 1.46. "Settlement Administration Costs" means the amount to be paid to the third-party
28 Claims Administrator from the Gross Settlement Amount for the administration of the Settlement.

The Settlement Administration Costs amount is not to exceed Nine Thousand Seven Hundred Fifty Dollars and Zero Cents (\$9,750.00). Any portion of the requested Settlement Administration Costs that are not awarded to the Settlement Administrator shall be part of the Net Settlement Amount (as defined herein).

1.47. “Settlement Class Members” means Hourly Employee Class Members, Hourly Employee PAGA Members, Store Leader Class Members, and Store Leader PAGA Members, collectively.

1.48. “Store Leader Class Members” means all persons employed by Defendants in California as salaried, exempt-classified Store Leaders during the Store Leader Class Period, i.e., March 8, 2021 through June 10, 2024.

1.49. “Store Leader Class Period” means the period from March 8, 2021 through June 10, 2024.

1.50. “Store Leader Class Released Claims” means all causes of action and factual or legal claims under state, federal and local law that were asserted based on the facts and allegations made in this Action, and any amendments thereto, including without limitation California Labor Code sections 200, 201, 202, 203, 226, 226.7, 246, 510, 512, 558.1, 1174, 1174.5, 1194, , 2698 *et seq.*, and 2802, California Industrial Commission Wage Orders, Cal. Code Regs., title 7, section 11040, *et seq.*, California Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, *et seq.*, and including all claims for alleged misclassification, unpaid wages, overtime or double time wages, regular rate of pay, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, unreimbursed business expenses, wage statements, payroll records and recordkeeping, , unfair competition, unfair, unlawful or fraudulent business practices based on the facts and allegations made in the Action, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (civil penalties and waiting time penalties), interest, fees, costs alleged in this action during the Store Leader Class Period. Store Leader Class Members who receive Individual Class Payments will release all Store Leader Released Class Claims regardless

1 of whether Plaintiffs and/or Store Leader Class Members negotiate their settlement award checks
2 pursuant to this Settlement.

3 1.51. “Store Leader PAGA Members” means all persons employed by Defendants in
4 California as salaried, exempt-classified, Store Leaders during the Store Leader PAGA Period, i.e.,
5 August 30, 2022 through June 10, 2024.

6 1.52. “Store Leader PAGA Member Allocation” means Three Thousand One Hundred
7 Twenty-Five Dollars and Zero Cents (\$3,125.00) representing the PAGA allocation payable to the
8 Store Leader PAGA Members. The Store Leader PAGA Member Allocation shall be distributed in
9 its entirety to the Store Leader PAGA Members.

10 1.53. “Store Leader PAGA Period” means the period from August 30, 2022 through June
11 10, 2024.

12 1.54. “Store Leader Released PAGA Claims” means any and all PAGA claims that were
13 asserted on behalf of Store Leader PAGA Members based on the facts alleged in Plaintiffs’
14 Complaint, any amendments thereto, and the PAGA letters submitted by the Plaintiffs to the
15 LWDA, including all PAGA claims for alleged misclassification, unpaid wages, overtime or double
16 time wages, minimum wages, regular rate of pay, timely payment of wages during employment,
17 timely payment of wages at separation, meal periods and meal period premiums, rest periods and
18 rest period premiums, off-the-clock work, payroll deductions, unreimbursed business expenses,
19 wage statements, payroll records and recordkeeping, unfair competition, unfair, unlawful or
20 fraudulent business practices based on the facts and allegations made in the Action, conversion,
21 injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties
22 (including civil penalties and waiting time penalties), interest, fees, costs, as well as all other claims
23 and allegations alleged in this action during the Store Leader PAGA period, i.e. August 30, 2020
24 through June 10, 2024. This release will be binding on all Store Leader PAGA Members and the
25 State of California and there shall be no right for any Store Leader PAGA Member, including any
26 Plaintiff to the Action, to opt out of this release if the Settlement is approved by the Court. Class
27 Counsel agree to provide timely notice to the LWDA of all settlement-related notices required under
28 PAGA, and to the extent necessary to effectuate a complete release of the Store Leader Released

PAGA Claims, Plaintiffs agree to submit amended PAGA Notices to the LWDA.

1.55. **“1542 Waiver”** means an express waiver, to the fullest extent permitted by law, of the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which Section 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.

2. **RECITALS**

2.1. **Statutory Class Period.** The maximum statutory limitations period for the class claims asserted in this Action runs from November 4, 2019. The statutory limitations period reflects the Parties’ pre-litigation Tolling Agreement effective August 4, 2023 to January 31, 2024. Although the statutory limitations period reflects the maximum four-year statutory limitations period applicable to the class claims asserted in this Action, Defendants did not begin operations in California until March 8, 2021, and the definitions of the “Store Leader Class Period” and “Hourly Employee Class Period” reflect the date Defendants began operations in California.

2.2. **Class Certification.** The Parties agree to stipulate to certification of the Classes, appointment of Class Counsel, and the appointment of Plaintiffs as the Class Representatives for purposes of this Settlement only. The Parties agree that if the Settlement does not receive final approval or does not become final and binding for any reason, including an appeal, the Parties will be placed back in the position they were in prior to entering into this Settlement and the issue of certification will need to be litigated before the Court.

2.3. **Benefits of Settlement to Settlement Class Members.** Plaintiffs and Class Counsel recognize the length of continued proceedings necessary to litigate their disputes through certification, trial, and any possible appeal. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation, including, but not limited to, the risks related to a contested motion for class certification, and the risks related to liability raised by the issues in this case. Plaintiffs and Class

Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action and the difficulties in establishing damages for the Settlement Class Members. Plaintiffs and Class Counsel have also taken into account Defendants' agreement to enter into a settlement that confers substantial relief upon Settlement Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that this Settlement is a fair, adequate, and reasonable, and is in the best interests of the Settlement Class Members.

2.4. Defendants' Denial of Wrongdoing and Liability and Reasons for Settlement. Defendants contend that the Settlement Class Members were properly and timely paid all wages owed, including, but not limited to, all straight time and overtime, and were provided meal and rest periods as required under California law. However, Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs and Settlement Class Members. Defendants have also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Nonetheless, Defendants have concluded that further proceedings in the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement in order to dispose of burdensome and protracted litigation, to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Action. Defendants have also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this Action. Defendants have therefore determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement.

2.5. No Admissions. The Parties understand and agree that this Settlement is the result of a good faith compromise of disputed claims and allegations, and Defendants are entering into this Settlement Agreement solely to resolve doubtful and disputed matters. No part of this Settlement Agreement or any conduct or written or oral statements made in connection with this Settlement, whether or not the Settlement Agreement is finally approved and/or consummated, may be offered

as or construed to be an admission or concession of any kind by either of any of the Parties. In particular, but without limiting the generality of the foregoing, nothing about this Settlement or Settlement Agreement shall be offered or construed as an admission that Defendants have violated any of their obligations under the California Labor Code, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendants and/or Released Parties. In addition, this Settlement Agreement shall not be offered or be admissible in evidence against any of the Parties or any of the Released Parties, except in any action or proceeding brought by or against Plaintiffs, Settlement Class Members, or Defendants to enforce its terms, or by Defendants in defense of any claims brought by Plaintiffs or the Settlement Class Members. The provision of this paragraph shall become effective when this Settlement is signed and shall be binding on the Parties and their counsel regardless of whether the Settlement Agreement is preliminarily and/or finally approved or terminated for any reason, or rendered null and void.

2.6. Gross Amount Payable by Defendants. Under the terms of this Settlement, the gross amount payable by Defendants shall not exceed the Gross Settlement Amount of Four Hundred Forty Thousand Dollars and Zero Cents (\$440,000.00), except as provided in this Settlement.

3. TERMS OF SETTLEMENT

The Parties agree as follows:

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

3.2. Release. As of the Effective Date, Plaintiffs, Participating Class Members, Hourly Employee PAGA Members, Store Leader PAGA Members, and the State of California (acting through Plaintiffs as its authorized PAGA representatives) release the Released Parties from all Hourly Employee Class Released Claims, the Hourly Employee Released PAGA Claims, the Store Leader Class Released Claims, and the Store Leader Released PAGA Claims (collectively, "Released Claims") for the duration of the Hourly Employee Class Period, Hourly Employee PAGA Period, Store Leader Class Period, and Store Leader PAGA Period, respectively, and will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released Claims. The releases in this Agreement include a release of any

right to recover attorneys' fees or costs related to the resolution of this Action or the Released Claims except for those attorneys' fees and costs explicitly specified in this Agreement. It is also the intent of the Parties that the Final Approval Order and judgment approving this Agreement and entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members, PAGA Members and the State of California regarding the Released Claims.

3.3. Plaintiffs Complete and General Release. In consideration for the promises and payments set forth in this Settlement Agreement, to which Plaintiffs are otherwise not entitled, all Plaintiffs – including Plaintiffs Gonzalez, Mues, Scott, and Williamson – agree to provide a Complete and General Release and a 1542 Waiver to the Released Parties, and each of them, upon the Effective Date occurring. Plaintiffs also agree and acknowledge that as of the date of this Settlement, they are no longer employees of Defendants or any of the Released Parties, and that except for the amounts specified in this Settlement to which they are entitled, Defendants and the Released Parties do not owe them any further amounts for any reason and that all prior potential or actual disputes are fully resolved to the maximum extent permitted by law by way of this Settlement.

3.4. Tax Liability. The Parties understand and agree that the Parties are not providing tax or legal advice. Defendants are responsible for any Employer Taxes. These payments shall not be made from the Gross Settlement Amount or the Net Settlement Amount. Participating Class Members will remain responsible for any Employee Taxes. Participating Class Members will assume any employee tax obligations or consequences that may arise from this Settlement and should consult with a tax expert if they have questions. However, Individual Settlement Payments will be allocated as follows: fifty percent (50%) as wages (a W-2 will be issued) and fifty percent (50%) as interest and penalties (a 1099 will be issued). Any required payroll deductions will be based on this apportionment. The Parties agree that, in the event that any taxing body determines that additional employee taxes are due from any Participating Class Member, such Participating Class Member assumes all responsibility for the payment of such taxes.

3.5. Circular 230 Disclaimer. The Parties acknowledge and agree that (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such

1 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
2 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (b) the
3 acknowledging party (i) has relied exclusively upon his, her, or its own, independent legal and tax
4 counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into
5 this Settlement based upon the recommendation of any other party or any attorney or advisor to any
6 other party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or
7 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
8 and (c) no attorney or adviser to any other party has imposed any limitation that protects the
9 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
10 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax
11 structure of any transaction, including any transaction contemplated by this Settlement.

12 3.6. Settlement Approval and Implementation Procedures. As part of this Settlement, the
13 Parties agree to the following procedures for obtaining the Court's preliminary approval of the
14 Settlement, certifying the Settlement Class, notifying Settlement Class Members of the Settlement,
15 obtaining the Court's final approval of the Settlement, and processing the Individual Settlement
16 Payments.

17 3.6.1. Preliminary Approval and Certification. As soon as practicable after
18 execution of this Settlement, the Parties will jointly submit this Settlement
19 to the Court for its preliminary approval. Such submission will include
20 this Settlement, the proposed Notice, the proposed Preliminary Approval
21 Order, and any, memoranda and evidence as may be necessary for the
22 Court to determine that this Settlement is fair, adequate, and reasonable.
23 The Parties agree to request the Court to enter an order conditionally
24 certifying the Settlement Class after the preliminary approval hearing, in
25 accordance with California Rules of Court, Rule 3.769(c).

26 3.6.2. Class Information. No more than fourteen (14) business days after the
27 entry of the Preliminary Approval Order, Defendants shall provide the
28 Settlement Administrator with the Class Information for purposes of

disseminating Notice to Settlement Class Members.

3.6.3. Notice by Email and First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator will perform a search on the National Change of Address database to update the Settlement Class Members' addresses. No more than twenty-one (21) calendar days after receiving the Class Information from Defendants, as provided herein, the Settlement Administrator shall disseminate the Notice to all Settlement Class Members by electronic mail. For those Class Members for whom Blue Link does not have a personal email address or for whom the email notice bounced-back, the Settlement Administrator will then mail the Notice *via* regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.

3.6.4. Undeliverable Mailed Notices. Any mailed Notices returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto.

3.6.5. Skip Tracing and Supplemental Notices. For each Settlement Class Member whose mailed Notice is returned, there will be one (1) skip trace by the Settlement Administrator. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice to the Settlement Class Member. Such re-mailing shall be made within five (5) business days of the Settlement Administrator receiving notice that the respective Notice was undeliverable. It is the intent of the Parties that reasonable means be used to locate the Settlement Class Members and apprise them of their rights.

3.6.6. Settlement Class Members to whom mailed Notices are resent after

1 having been returned undeliverable to the Settlement Administrator shall
2 have fourteen (14) calendar days thereafter, or until the Response Deadline
3 has expired, whichever is later, to mail or deliver the Request for Exclusion
4 or a Notice of Objection. Notices that are resent shall inform the recipient
5 of this adjusted deadline. The date of the postmark on the return envelope
6 for mailed Requests for Exclusion or Objections shall be the exclusive
7 means used to determine whether a Settlement Class Member has returned
8 his or her Request for Exclusion on or before the adjusted deadline. For
9 Requests for Exclusions or Objections that are delivered to the Settlement
10 Administrator by alternative means, the date the Settlement Administrator
11 actually receives the Exclusion or Objection shall be the date to determine
12 timeliness.

13 3.6.7. Disputes. Settlement Class Members will have the opportunity to
14 dispute the workweek and pay period counts during the forty-five (45) day
15 response period, should they disagree with Defendants' records.
16 Defendants' workweek and PAGA pay period counts will be presumed to
17 be correct unless a particular Class Member or PAGA Employee proves
18 otherwise to the Settlement Administrator by credible evidence. All
19 workweek and PAGA pay period disputes will be resolved and decided by
20 the Settlement Administrator, and the Settlement Administrator's decision
21 on all disputes will be final and non-appealable.

22 3.6.8. Exclusions (Opt-Outs). The Notice shall state that Settlement Class
23 Members who wish to exclude themselves from the Settlement must
24 submit a Request for Exclusion by the Response Deadline. The Request
25 for Exclusion: (a) must contain the name and address of the Settlement
26 Class Member requesting exclusion; (b) must state the reason for the
27 exclusion; (c) must be signed by the Settlement Class Member or his or
28 her legal representative; and (d) must be delivered or postmarked by the

1 Response Deadline and returned to the Settlement Administrator at the
2 specified address. If the Request for Exclusion does not contain the
3 information listed in (a)-(d), it will not be deemed valid for exclusion from
4 this Settlement. Any Settlement Class Member who requests to be
5 excluded from the Settlement will not be entitled to any recovery under the
6 Class Settlement and will not be bound by the terms of the Settlement.
7 Pursuant to Paragraphs 3.7 through 3.8, Settlement Class Members who
8 receive the Notice, but fail to submit a valid and timely Request for
9 Exclusion on or before the Response Deadline shall be bound by all terms
10 of the Settlement and any Final Judgment entered in this Action if the
11 Settlement is approved by the Court. Settlement Class Members who
12 submit a valid Request for Exclusion may not also submit a Notice of
13 Objection to the non-PAGA portion of the Settlement. Even if a Class
14 Member requests to be excluded from the Class Settlement, he or she may
15 still receive a PAGA Allocation payment if the Settlement Class Member
16 worked during the PAGA period. Any Settlement Class Member who
17 worked during the PAGA Period shall be deemed to have released all
18 claims under PAGA based on Plaintiffs' notice to the LWDA and as
19 alleged in the operative complaint.
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23 3.6.9. Notice of Objection. The Notice shall state that Settlement Class
24 Members who wish to object to the Settlement must not submit a Request
25 for Exclusion and must submit a written statement of objection by the
26 Response Deadline to the Settlement Administrator. The Notice of
27 Objection must be signed by the Settlement Class Member or his or her
28 legal representative and state: (a) the full name of the Settlement Class

1 Member; (b) the dates of employment of the Settlement Class Member; (c)
2 the basis for the objection; and (d) whether the Settlement Class Member
3 intends to appear at the Final Approval Hearing. The Notice of Objection
4 must be received or postmarked by the Response Deadline and returned to
5 the Settlement Administrator at the specified address. Within five (5) days
6 of receiving a notice of objection from a Settlement Class Member, the
7 Settlement Administrator shall forward the notice of objection to Class
8 Counsel and Defense Counsel. The Parties, through a declaration from the
9 Settlement Administrator, will lodge any Notice of Objection submitted by
10 a Settlement Class Member with the Court at least twenty-one (21) days
11 before the Final Approval Hearing. Settlement Class Members, regardless
12 of whether or not they submit a timely Notice of Objection, will have a
13 right to appear at the Final Approval Hearing, with or without an attorney,
14 in order to have their objections heard by the Court. At no time shall any
15 of the Parties or their counsel seek to solicit or otherwise encourage
16 Settlement Class Members to file or serve written objections to the
17 Settlement or appeal from the Final Judgment. Class Counsel shall not
18 represent any Settlement Class Members with respect to any such
19 objections.
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23 3.6.10. Plaintiffs' Participation. By executing this Settlement, Plaintiffs
24 hereby stipulate they will not object to or exclude themselves from the
25 Settlement in any way.

26 3.6.11. No Solicitation of Settlement Objections or Exclusions. The Parties
27 and their counsel agree to use their best efforts to carry out the terms of
28 this Settlement. At no time shall any of the Parties or their counsel seek

1 to solicit or otherwise encourage Settlement Class Members to submit
2 either written objections to the Settlement or Requests for Exclusion from
3 the Settlement, or to appeal from the Court's Final Approval Order.
4

5 3.6.12. Potential Increase To Gross Settlement Amount. This settlement sum
6 is based on Defendants' representation that during the Class Period
7 through approximately thirty (30) days prior to the date of mediation on
8 August 14, 2024, the Settlement Class Members worked the following
9 work weeks: (a) 74 Store Leader Class Members worked 3,298
10 workweeks; and (b) 541 Hourly Employee Class Members worked 14,373
11 workweeks. If the number of workweeks for either Class is ultimately
12 determined to increase more than 5% (*i.e.*, to greater than 3,463 with
13 respect to the Store Leader Class Members, or 15,091 for the Hourly
14 Employee Class Members), Defendants will have the option to either: (a)
15 proportionally increase the Gross Class and PAGA Amount to pay a pro
16 rata amount for each additional workweek in excess of the 3,298 or 14,373,
17 respectively, OR (b) have the Class Period for the respective class end on
18 the date the 3,463 or 15,091 workweek threshold is reached based on
19 Defendants' records.
20
21

22 3.6.13. Funding of the Gross Settlement Amount. This is a non-reversionary
23 Settlement in which Defendants are required to pay the entire Gross
24 Settlement Amount. No portion of the Gross Settlement Amount will
25 revert to Defendants. Defendants are separately and solely responsible for
26 any employer payroll taxes owed as a result of the Settlement. By no later
27 than ten (10) business days after the Effective Date, Defendants shall
28 provide to the Settlement Administrator the Gross Settlement Amount in

1 the amount Four Hundred Forty Thousand Dollars and Zero Cents
2 (\$440,000.00). The Settlement Administrator shall place the Gross
3 Settlement Amount in an interest-bearing account at a federally insured
4 banking institution of its choice. All interest earned on the Gross
5 Settlement Fund shall inure to the benefit of the Class and Class Counsel.
6 If the Effective Date is not reached due to Defendants exercising their
7 option to terminate the Settlement (pursuant to Paragraph 3.14),
8 Defendants will pay for the actual costs incurred by the Settlement
9 Administrator incurred to that point. If Defendants default, Plaintiffs and
10 all Participating Class Members will be able to pursue all claims, and the
11 Settlement becomes null and void.
12
13

14 3.6.14. No more than ten (10) business days after the Gross Settlement
15 Amount is fully funded, the Settlement Administrator will provide the
16 Parties with an accounting of all anticipated payments from the Gross
17 Settlement Amount. The Net Settlement Amount shall be calculated by
18 deducting from the Gross Settlement Amount payments for (a) Class
19 Representative Enhancement Awards, as specified in this Settlement and
20 approved by the Court; (b) Class Counsel Award, as specified in this
21 Settlement and approved by the Court; (c) Class Counsel Costs, as
22 specified in this Settlement and approved by the Court; (d) Settlement
23 Administration Costs, as specified in this Settlement and approved by the
24 Court; and (e) the PAGA Allocation, as specified in this Settlement and
25 approved by the Court. The Net Settlement Amount shall be distributed in
26 Individual Settlement Payments in accordance with Paragraph 3.7.

27 3.7. Individual Settlement Payments.

28 3.7.1. Hourly Employee Class Workweek Calculations. Defendants will

1 calculate the total number of workweeks that each Hourly Employee Class
2 Member who does not opt out (“Participating Hourly Employee Class
3 Members”) worked during the Hourly Employee Class Period. The
4 Settlement Administrator will total these workweeks to arrive at the “Total
5 Hourly Employee Class Workweeks.” The value of each Hourly Employee
6 Class Member Workweek shall be determined by the Settlement
7 Administrator by dividing the Hourly Employee Class Member Net
8 Distribution Fund by the Total Hourly Employee Class Workweeks
9 (“Hourly Employee Class Workweek Value”).

10 3.7.2. Hourly Employee PAGA Member Calculations. For Hourly Employee
11 PAGA Members, Defendants will calculate the total number of pay
12 periods that each PAGA Hourly Employee Member worked during the
13 Hourly Employee PAGA Period. The Settlement Administrator will total
14 these pay periods to arrive at the “Total Hourly Employee PAGA Member
15 Pay Periods.” The value of each Hourly Employee PAGA Member Pay
16 Period shall be determined by the Settlement Administrator by dividing
17 the Hourly Employee PAGA Member Net Distribution Fund by the Total
18 Hourly Employee PAGA Pay Periods (“Hourly Employee PAGA Pay
19 Period Value”). An Hourly Employee Class Member who is also an Hourly
20 Employee PAGA Member will receive a payment under this section even
21 if they opt-out of the Hourly Employee Class portion of the Settlement,
22 and will be bound by the release of the PAGA claims released through this
23 Settlement.

24 3.7.3. Hourly Employee Individual Settlement Payments: To determine the
25 “Hourly Employee Individual Settlement Payment” for each Participating
26 Hourly Employee Class Member and Hourly Employee PAGA Member,
27 the Settlement Administrator will multiply the individual’s Hourly
28 Employee Class Workweeks by the Hourly Employee Class Workweek

Value to arrive at the “Hourly Employee Individual Class Payment,” and the individual’s Hourly PAGA Pay Periods by the Hourly PAGA Pay Period Value to arrive at the “Hourly Employee Individual PAGA Payment” (not all Hourly Employee Class Members will receive an Hourly Employee Individual PAGA Payment). The sum of the Hourly Employee Individual Class Payment (if any) and the Hourly Employee Individual PAGA Payment (if any) is the Hourly Employee Individual Settlement Payment. The Hourly Employee Individual Settlement Payment will be reduced by any required legal deductions.

3.7.4. Store Leader Class Workweek Calculations. Defendants will calculate the total number of workweeks that each Store Leader Class Member who does not opt out (“Participating Store Leader Class Members”) worked during the Store Leader Class Period. The Settlement Administrator will total these workweeks to arrive at the “Total Store Leader Class Workweeks.” The value of each Store Leader Class Member Workweek shall be determined by the Settlement Administrator by dividing the Store Leader Class Member Net Distribution Fund by the Total Store Leader Class Workweeks (“Store Leader Class Workweek Value”).

3.7.5. Store Leader PAGA Member Calculations. For Store Leader PAGA Members, Defendants will calculate the total number of pay periods that each Store Leader PAGA Member worked during the Store Leader PAGA Period. The Settlement Administrator will total these pay periods to arrive at the “Total Store Leader PAGA Pay Periods.” The value of each Store Leader PAGA Pay Period shall be determined by the Settlement Administrator by dividing the Store Leader PAGA Net Distribution Fund by the Total Store Leader PAGA Pay Periods (“Store Leader PAGA Pay Period Value”). A Class Member who is also a PAGA Employee will receive a payment under this section even if they opt-out of the class

portion of the Settlement and will be bound by the release of the PAGA claims released through this Settlement.

3.7.6. Store Leader Individual Settlement Payments: To determine the “Store Leader Individual Settlement Payment” for each Participating Store Leader Class Member and Store Leader PAGA Member, the Settlement Administrator will multiply the individual’s Store Leader Class Workweeks by the Store Leader Class Workweek Value to arrive at the “Store Leader Individual Class Payment,” and the individual’s Store Leader PAGA Pay Periods by the Store Leader PAGA Pay Period Value to arrive at the “Store Leader Individual PAGA Payment” (not all Store Leader Class Members will receive an Store Leader Individual PAGA Payment). The sum of the Store Leader Individual Class Payment (if any) and the Store Leader Individual PAGA Payment (if any) is the Store Leader Individual Settlement Payment. The Store Leader Individual Settlement Payment will be reduced by any required legal deductions.

Hourly Employee Individual Settlement Payments and Store Leader Individual Settlement Payments (collectively, Individual Settlement Payments) shall be mailed by regular First-Class U.S. Mail to Participating Class Members’ and PAGA Members’ last known mailing address no later than twenty-one (21) calendar days after the Gross Settlement Amount is fully funded. Individual Settlement Payments will specifically indicate that they are void if not negotiated within one hundred eight (180) days of their issuance. The portion of each Individual Settlement Payment attributed to class claims (Hourly Employee Individual Class Payments and Store Leader Individual Class Payments) will be apportioned as follows: 50% as alleged unpaid wages for which IRS Forms W-2 will issue, and 50% as alleged unpaid interest and penalties (25% interest and 25% penalties), for which the Settlement Administrator will issue IRS Forms 1099. The “wage” portion of each Individual Settlement Payment will be reduced by any Employee Taxes. BLW is separately responsible for the employer share of the payroll taxes due on the amounts allocated to wages, which will be calculated by the Settlement Administrator and will be paid separate from, and in addition to, the Gross Settlement

Amount. The portion of each Individual Settlement Payment attributed to PAGA claims (Hourly Employee Individual PAGA Payments and Store Leader Individual PAGA Payments) will be allocated 100% as penalties and IRS Forms 1099 will issue.

3.8. Participating Class Members are not eligible to receive any compensation other than the Hourly Employee Individual Class Payment and/or Store Leader Individual Class Payment, and they may only receive such payment if they do not submit a valid and timely Request for Exclusion to opt out of the Settlement. Plaintiffs, however, are also eligible to receive a Class Representative Enhancement Award.

3.9. Uncashed Checks. If a check for an Individual Settlement Payment is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search. If another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If an Individual Settlement Payment check is returned to the Settlement Administrator a second time as undeliverable, the Settlement Administrator shall not attempt any further re-mailing of that check. Any settlement checks that remain uncashed one hundred eighty (180) calendar days after issuance shall be voided. The Settlement Administrator shall deposit the unclaimed funds in the name of the Settlement Class Member with the State of California Unclaimed Property Fund. The Settlement Administrator shall also compile a list of the Settlement Class Members for whom their funds were deposited with the California State Controller's Office's Unclaimed Property Division. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement. The Parties agree that good cause exists for the Court to approve this distribution because the unclaimed funds are unclaimed wages of employees that will be held by the State of California for the benefit of these employees, who may request receipt of payment from the California State Controller's Office's Unclaimed Property Division.

3.10. Class Representative Enhancement Awards. Defendants agree not to oppose or object to any application or motion by Plaintiffs for Class Representative Enhancement Awards, not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for each Plaintiff (*i.e.* \$2,500.00 each to Gonzalez, Mues, Scott, and Williamson), as consideration for Plaintiffs' time

1 and effort in bringing and prosecuting this matter. The Plaintiffs will sign a general release which
2 includes a California Civil Code section 1542 waiver, in favor of the Released Parties in
3 consideration for the Class Representative Enhancement Awards. The Class Representative
4 Enhancement Award shall be paid to Plaintiffs from the Gross Settlement Amount no later than
5 twenty-one (21) calendar days after the Gross Settlement Amount is fully funded. The Settlement
6 Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Class Representative
7 Enhancement Award. Plaintiffs shall be solely and legally responsible for payment of all applicable
8 taxes on their Class Representative Enhancement Award and shall hold Defendants harmless from
9 any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative
10 Enhancement Award. The Class Representative Enhancement Award shall be in addition to
11 Plaintiffs' Individual Settlement Payment as a Participating Class Member. In the event that the
12 Court awards lesser amounts than the Class Representative Enhancement Awards requested, then
13 any portion of the requested amounts not awarded to Plaintiffs shall be added to the Net Settlement
14 Amount.

15 3.11. Class Counsel Award and Costs. Class Counsel will make an application for a Class
16 Counsel Award not to exceed One Hundred Forty Six Thousand Dollars and Sixty-Six Cents
17 (\$146,666.00) and Class Counsel Costs from the Gross Settlement Amount. The Class Counsel
18 Award and Class Counsel Costs shall be paid no later than twenty-one (21) calendar days after the
19 Gross Settlement Amount is fully funded. Class Counsel shall be solely and legally responsible to
20 pay all applicable taxes on the payments made pursuant to this paragraph. The Settlement
21 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made
22 pursuant to this paragraph. Any amount requested by Class Counsel for the Class Counsel Award
23 and Class Counsel Costs but not granted by the Court shall be part of the Net Settlement Amount.

24 3.12. Settlement Administration Costs. The Settlement Administrator shall be paid for the
25 costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
26 administration are not to exceed Nine Thousand Seven Hundred Fifty Dollars and Zero Cents
27 (\$9,750.00), unless the court approves a higher amount. No fewer than ten (10) days prior to the
28 Final Approval Hearing, the Settlement Administrator shall provide the Parties with a statement

1 detailing the costs of administration. The Settlement Administrator, on Defendants' behalf, shall
2 have the authority and obligation to make payments, credits and disbursements, including payments
3 and credits in the manner set forth in this Settlement, to Settlement Class Members, calculated in
4 accordance with the methodology set out in this Settlement and orders of the Court. The Parties
5 agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control
6 and minimize the costs and expenses incurred in administration of the Settlement. The Parties each
7 represent they do not have any financial interest in the Settlement Administrator or otherwise have a
8 relationship with the Settlement Administrator that could create a conflict of interest. The Settlement
9 Administrator shall be responsible for: processing and mailing all court-approved payments to the
10 Plaintiffs, Class Counsel, Participating Class Members, and the LWDA; printing, emailing and
11 mailing the Notices to the Settlement Class Members as called for in this Settlement and ordered by
12 the Court; receiving and reporting Notice of Objections and Requests for Exclusion submitted by
13 Settlement Class Members; providing declaration(s) as necessary in support of preliminary and/or
14 final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders
15 the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely
16 apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated
17 tax reports, tax forms, tax filings, or other tax documents required by administration of this
18 Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection
19 with such preparation shall be Settlement Administration Costs. The Settlement Administrator shall
20 be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Gross
21 Settlement Amount is fully funded.

22 3.13. Final Approval Hearing. At a reasonable time following the Response Deadline, the
23 Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the Court
24 shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the Class Counsel
25 Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA PAGA Allocation; and
26 (v) the Settlement Administration Costs.

27 3.14. Defendants' Option to Terminate Settlement. If, after the Response Deadline and
28 before the Final Approval Hearing, more than five (5) percent of the Settlement Class Members

1 submit timely and valid Requests for Exclusion from the Settlement, Defendants shall have, in their
2 sole discretion, the option to terminate this Settlement. Defendants shall exercise their option to
3 terminate, if they wish, prior to the Final Approval Hearing. If Defendants decide to void the
4 Settlement, then the Settlement and conditional class certification shall be considered void, and
5 neither the Settlement, conditional class certification, nor any of the related negotiations or
6 proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without
7 prejudice, as if this Settlement had been neither entered into nor filed with the Court. Should
8 Defendants void the Settlement under this paragraph, Defendants shall be responsible for all
9 Settlement Administration Costs.

10 3.15. Effect of Non-Approval of Settlement Allocation. In the event the Court does not
11 grant preliminary or final approval of the Settlement because of the allocation of the settlement funds
12 between the Store Leader Class Members and the Hourly Employee Class Members, the Parties will
13 amend the Settlement to adjust the allocation in a manner which satisfies the Court to obtain
14 approval, and such non-approval based on allocation will not serve as a basis to terminate the
15 Settlement.

16 3.16. Entry of Final Judgment. If the Court approves this Settlement at the Final Approval
17 Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross Settlement
18 Amount has been fully funded, with the Court retaining jurisdiction over the Parties to enforce the
19 terms of the judgment.

20 3.17. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement
21 Class Members pursuant to this Settlement will not count as earnings or compensation for purposes
22 of any benefits (e.g., pensions or retirement plans) sponsored by Defendants. It is expressly
23 understood and agreed that the receipt of the Individual Settlement Payments shall not entitle any
24 Settlement Class Member to additional compensation or benefits under any collective bargaining
25 agreement or under any bonus, contest or other compensation or benefit plan or agreement in place
26 during the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any
27 increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the
28 Parties that Individual Settlement Payments provided for in this Stipulation are the sole payments to

1 be made by Defendants to Settlement Class Members in connection with this Settlement, with the
2 exception of Plaintiffs, and that the Settlement Class Members are not entitled to any new or
3 additional compensation or benefits as a result of having received the Individual Settlement
4 Payments.

5 3.18. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
6 Approval Order as specified herein; (ii) the Court does not grant final approval of the Settlement as
7 provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the
8 Settlement does not become final for any other reason, this Settlement shall be null and void and any
9 order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from
10 the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be
11 returned to their respective statuses as of the date and time immediately prior to the execution of this
12 Settlement, and the Parties shall proceed in all respects as if this Settlement had not been executed,
13 except that any costs and fees already incurred by the Settlement Administrator shall be paid by
14 Defendants. In the event an appeal is filed from the Court's Final Judgment, or any other appellate
15 review is sought, administration of the Settlement shall be stayed pending final resolution of the
16 appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it
17 being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate
18 review, shall be paid to the Settlement Administrator by Defendants within thirty (30) days of said
19 notification.

20 3.19. Exhibits and Headings. The terms of this Settlement include the terms set forth in
21 Exhibit A, which is attached to this Settlement and incorporated by this reference as though fully set
22 forth in this paragraph. Any Exhibits to this Settlement are an integral part of the Settlement. The
23 descriptive headings of any paragraphs or sections of this Settlement are inserted for convenience of
24 reference only and do not constitute a part of this Settlement.

25 3.20. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action
26 and thereafter implement and complete the Settlement.

27 3.21. Amendment or Modification. This Settlement may be amended or modified only by
28 a written instrument signed by all the Parties and counsel for all Parties or their successors-in-interest.

1 3.22. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
2 agreement among these Parties, and no oral or written representations, warranties or inducements
3 have been made to any Party concerning this Settlement or its exhibits, other than the representations,
4 warranties and covenants contained and memorialized in the Settlement and its exhibits. No other
5 prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

6 3.23. Authorization to Enter into Settlement. Counsel for all Parties warrant and represent
7 they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to
8 take all appropriate actions required or permitted to be taken by such Parties pursuant to this
9 Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms
10 of this Settlement. The Parties and their counsel will cooperate with each other and use their best
11 efforts to affect the implementation of the Settlement. The person signing this Settlement on behalf
12 of Defendants represent and warrant that he or she is authorized to sign this Settlement on behalf of
13 Defendants.

14 3.24. Binding on Successors and Assigns. This Settlement shall be binding upon, and inure
15 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

16 3.25. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
17 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
18 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
19 cause of action or right herein released and discharged.

20 3.26. California Law Governs. All terms of this Settlement and the exhibits hereto shall be
21 governed by and interpreted according to the laws of the State of California.

22 3.27. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
23 is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after
24 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

25 3.28. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the
26 Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation,
27 and enforcement of the terms of this Settlement and all orders and judgments entered in connection
28 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes

of interpreting, implementing, and enforcing this Settlement and all orders and judgments entered in connection therewith.

3.29. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent possible, consistent with applicable precedents.

3.30. Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

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

3.32. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and that this Settlement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

3.33. All Terms Subject to Final Court Approval. All amounts and procedures described in this Stipulation are subject to final Court approval.

3.34. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent *via* United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

Edward J. Wynne, Esq.
George R. Nemiroff, Esq.
WYNNE LAW FIRM
80 E. Sir Francis Drake Blvd., Suite 3G
Wood Island
Larkspur, CA 94939
Telephone: (415) 461-6400
Facsimile: (415) 461-3900

Camar Jones, Esq.
Gregg I. Shavitz, Esq.
SHAVITZ LAW GROUP, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
Telephone: (561) 447-8888

To Defendants:

Jocelyn D. Hannah
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101
Telephone: 619.232.0441
Fax No.: 619.232.4302

3.35. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice of Settlement will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class Member executed this Settlement.

3.36. Execution by Plaintiffs and Defendants. Plaintiffs and Defendants, by signing this Settlement, are bound by the terms herein.

3.37. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement 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.

3.38. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs and Defendants, may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

SIGNATURE PAGES FOLLOW

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DATED: 02/25, 2025

CLASS REPRESENTATIVE

By: 
SANDY GONZALEZ

Plaintiff and Class Representative

DATED: , 2025

CLASS REPRESENTATIVE

By: _____
ERICH MUES

Plaintiff and Class Representative

DATED: , 2025

CLASS REPRESENTATIVE

By: _____
LEIGHA SCOTT

Plaintiff and Class Representative

DATED: , 2025

CLASS REPRESENTATIVE

By: _____
LAWRENCE WILLIAMSON

Plaintiff and Class Representative

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DATED: _____, 2025

CLASS REPRESENTATIVE

By: _____
SANDY GONZALEZ

Plaintiff and Class Representative

DATED: February 12th, 2025

CLASS REPRESENTATIVE

By:  _____
ERICH MUES

Plaintiff and Class Representative

DATED: _____, 2025

CLASS REPRESENTATIVE

By: _____
LEIGHA SCOTT

Plaintiff and Class Representative

DATED: _____, 2025

CLASS REPRESENTATIVE

By: _____
LAWRENCE WILLIAMSON

Plaintiff and Class Representative

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DATED: _____, 2025

CLASS REPRESENTATIVE

By: _____
SANDY GONZALEZ

Plaintiff and Class Representative

DATED: _____, 2025

CLASS REPRESENTATIVE

By: _____
ERICH MUES

Plaintiff and Class Representative

DATED: February 12, 2025

CLASS REPRESENTATIVE

By:  _____
LEIGHA SCOTT

Plaintiff and Class Representative

DATED: _____, 2025

CLASS REPRESENTATIVE

By: _____
LAWRENCE WILLIAMSON

Plaintiff and Class Representative

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DATED: _____, 2025

CLASS REPRESENTATIVE

By: _____
SANDY GONZALEZ

Plaintiff and Class Representative

DATED: _____, 2025

CLASS REPRESENTATIVE

By: _____
ERICH MUES

Plaintiff and Class Representative

DATED: _____, 2025

CLASS REPRESENTATIVE

By: _____
LEIGHA SCOTT

Plaintiff and Class Representative

DATED: 02/12 _____, 2025

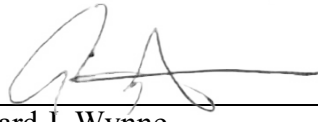
CLASS REPRESENTATIVE

By:  _____
LAWRENCE WILLIAMSON

Plaintiff and Class Representative

1 DATED: February 17, 2025

WYNNE LAW FIRM

4 By: 

Edward J. Wynne
George R. Nemiroff

6 Attorneys for Plaintiffs
7 SANDY GONZALEZ, ERICH MUES,
8 LEIGHA SCOTT LAWRENCE
9 WILLIAMSON

10 DATED: February 17, 2025

SHAVITZ LAW GROUP, P.A.

12 By: 

Camar Jones

14 Attorneys for Plaintiffs
15 SANDY GONZALEZ, ERICH MUES,
16 LEIGHA SCOTT LAWRENCE
17 WILLIAMSON

18 DATED: _____, 2025

DEFENDANT

20 By: _____

Print Name/Title: _____

21 For DEFENDANT BLUE LINK WIRELESS,
22 LLC

23 DATED: _____, 2025

SAAD NADHIR

25 By: _____

SAAD NADHIR

1 DATED: _____, 2025

WYNNE LAW FIRM

2
3
4 By: _____
5 Edward J. Wynne
George R. Nemiroff

6 Attorneys for Plaintiffs
7 SANDY GONZALEZ, ERICH MUES,
8 LEIGHA SCOTT LAWRENCE
WILLIAMSON

9 DATED: _____, 2025

SHAVITZ LAW GROUP, P.A.

11
12 By: _____
13 Camar Jones

14 Attorneys for Plaintiffs
15 SANDY GONZALEZ, ERICH MUES,
16 LEIGHA SCOTT LAWRENCE
WILLIAMSON

17 DATED: Feb 17, _____, 2025

DEFENDANT

19
20 By: Saad J. Nadhir
21 Print Name/Title: Saad Nadhir/CEO
For DEFENDANT BLUE LINK WIRELESS,
LLC

22 DATED: Feb 17, _____, 2025

SAAD NADHIR

23
24
25 By: Saad J. Nadhir
26 SAAD NADHIR

1 DATED: February 18, 2025

LITTLER MENDELSON, P.C.

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4 By: 

5 Jocelyn Hannah
6 William Anthony

7 Attorneys for Defendant
8 BLUE LINK WIRELESS, LLC
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Gonzalez, et al. v. Blue Link Wireless, LLC, et al, No. CGC-24-614396
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who are or have been employed in California by Defendants Blue Link Wireless, LLC or Saad J. Nadhir (“BLW” or “Defendants”) as salaried, exempt-classified Store Leaders during the Store Leader Class Period, i.e., March 8, 2021 through June 10, 2024 (the “Store Leader Class”), and all persons who are or have been employed in California by Defendants as non-exempt retail store employees during the Hourly Employee Class Period, i.e., March 8, 2021 through November 5, 2024 (the “Hourly Employee Class”).

All persons who are or have been employed in California by Defendants as salaried, exempt-classified Store Leaders during the Store Leader PAGA Period (i.e., August 30, 2022 through June 10, 2024) (“Store Leader PAGA Members”), and all persons who are or have been employed by Defendants in California as non-exempt retail store employees during the Hourly Employee PAGA Period (i.e., February 16, 2023 through November 5, 2024 (“Hourly Employee PAGA Members”).

On _____, the Honorable Jeffrey Ross of the San Francisco County Superior Court granted preliminary approval of this class action settlement in this Action, i.e., Case No. CGC-24-614396, and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Participating Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____.m. on _____, 2025 in Department 606 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, California 94102.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please contact the Settlement Administrator or Class Counsel at the contact information below if you plan to attend the Final Fairness Hearing to check for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

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 deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Amount and, if you are also a PAGA Member, will receive a prorated portion of the PAGA Fund based on the calculations detailed below. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert the claims against Defendants alleged or which reasonably could have been alleged based on the facts asserted in the Action during the Class Period, as further specified below under Option 1 (Automatically Receive a Payment from the Settlement).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion on or before [DATE] as specified in Option 2 (Opt Out of the Settlement) below. If you opt out, you will no longer be eligible for a payment from the Net Settlement Amount. Class Members who opt out will not be bound by the Released Class Claims (defined below) and cannot object to this settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and will release the Released PAGA Claims defined below regardless of whether they opt out of the class action portion of the settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement. The process for submitting a written objection and/or appearing at the Final Fairness Hearing to object as specified in Option 3 (Object to the Settlement) below.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department 606 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, California 94102. You do not 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. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms and releases in the Settlement.

Summary of the Litigation

Plaintiffs Sandy Gonzalez, Erich Mues, Leigha Scott, and Lawrence Williamson are former employees of BLW who were assigned to work at various BLW retail stores in California. Plaintiffs on their behalf, and on behalf of other current and former California Store Leaders of BLW during the Store Leader Class Period and current and former California non-exempt retail store employees of BLW during the Hourly Employee Class Period, have alleged that BLW violated California state labor laws, asserting claims for (1) failure to pay overtime wages (including without limitation under Labor Code sections 200, 510 and 1194); (2) meal period violations (including without limitation under Labor Code sections 226.7 and 512, and IWC Wage Order 7-2001, § 11); (3) rest period violations (including without limitation under Labor Code sections 226.7 and IWC Wage Order 7-2001, § 12); (4) failure to reimburse business expenses (including without limitation under Labor Code section 2802); (5) failure to provide accurate, timely, and itemized wage statements (including without limitation under Labor Code sections 226, 1174, and 1174.5); (6) waiting time penalties (including without limitation under Labor Code sections 201-203); (7) Business & Professions Code sections 17200, et seq. (unfair business practices); (8) penalties (including without limitation under Labor Code section 2698, et seq.); (9) failure to pay for all hours (including without limitation under Labor Code sections 200, 204, 1194, and 1198); and (10) failure to pay minimum wage (including without limitation under Labor Code sections 1182.11, 1182.12, 1194, 1194.2, and 1197).

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On August 14, 2024, the parties participated in a mediation with Mark Peters, Esq., an experienced and well-respected neutral class action mediator. The case did not settle at the mediation, but post-mediation negotiations facilitated by Mr. Peters that followed eventually resulted in all parties accepting a mediator's proposal that eventually resulted in this settlement.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Wynne Law Firm and Shavitz Law Group, P.A. ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of both Store Leader Class Members and Hourly Employee Class Members.

Defendants have denied, and continue to deny all of Plaintiffs' allegations of wrongdoing and believe Plaintiffs' claims are entirely without merit. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Action or that the case can or should proceed as a class action in a non-settlement context. Defendants have agreed to settle the case to resolve this Action and to avoid the burden, expense and risk of prolonged litigation. Defendants also agree the proposed settlement is a fair, adequate, and reasonable resolution of disputed claims.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$440,000. This amount is inclusive of: (1) Individual Settlement Payments to all Participating Class Members paid on a prorated basis as explained below; (2) \$2,500 each in Class Representative Enhancement Awards to Plaintiffs Gonzalez, Mues, Scott, and Williamson for their service on behalf of the class, and for a general release of all claims against Defendants; (3) \$146,666 in attorneys' fees, and up to \$15,000 in litigation costs and expenses; (4) a \$22,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") (the PAGA Settlement Amount), inclusive of a \$16,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$5,500 payment ("PAGA Fund") to be paid to all PAGA Members on a prorated basis as explained below; and (5) reasonable Settlement Administrator Costs which will not exceed \$9,750. After deducting the above amounts for Class Representative Enhancement Awards, attorneys' fees and costs, the PAGA Settlement Amount, and Settlement Administration Costs, the remaining Net Settlement Amount will be allocated to individual settlement payments to Store Leader Class Members and Hourly Employee Class Members who do not opt out of the Settlement Class (*i.e.*, "Participating Class Members"). \$134,422.73 of the Gross Settlement Amount will be allocated to satisfying the claims of the Store Leader Class Members, and \$102,161.27 of the Gross Settlement Amount will be allocated to satisfying the claims of the Hourly Employee Class Members. Additionally, all PAGA Members will receive a prorated share of the \$5,500 PAGA Fund, regardless whether they opt out of the Settlement Class. \$3,125 of the PAGA Fund will be allocated to Store Leader PAGA Members and \$2,375 will be allocated to Hourly Employee PAGA Members. There will be no reversion of the Net Settlement Amount to Defendants.

Individual Settlement Payments from Net Settlement Amount. Defendants will calculate the total number of Workweeks worked by each Store Leader Class Member and each Hourly Employee Class Member worked during the respective Store Leader Class Period and Hourly Employee Class Period and the aggregate total number of Workweeks worked by each group, rounding up to the nearest Workweek. To determine each Participating Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formulas:

The value of each Store Leader Class Member Workweek shall be determined by the Settlement Administrator by dividing the Store Leader Class Member Net Distribution Fund by the Total Store Leader Class Workweeks ("Store Leader Class Workweek Value"). To determine the "Store Leader Individual Settlement Payment" for each Participating Store Leader

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Class Member, the Settlement Administrator will multiply the individual's Store Leader Class Workweeks by the Store Leader Class Workweek Value to arrive at the "Store Leader Individual Settlement Payment."

The value of each Hourly Employee Class Member Workweek shall be determined by the Settlement Administrator by dividing the Hourly Employee Class Member Net Distribution Fund by the Total Hourly Employee Class Workweeks ("Hourly Employee Class Workweek Value"). To determine the "Hourly Employee Individual Settlement Payment" for each Participating Hourly Employee Class Member, the Settlement Administrator will multiply the individual's Hourly Employee Class Workweeks by the Hourly Employee Class Workweek Value to arrive at the "Hourly Employee Individual Class Payment."

The Individual Settlement Payments will be reduced by any required employee-side tax withholdings or deductions for the portion of the Individual Settlement Payments allocated to alleged lost wages, as specified below. If there are any valid and timely Requests for Exclusion (*i.e.*, opt out requests), the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to all Participating Class Members equals 100% of the Net Settlement Amount.

According to Defendants' records, you worked [REDACTED] Workweeks during the Class Period in a non-exempt position for BLW in California and/or as a salaried, exempt Store Leader Accordingly, your estimated payment from the Net Settlement Amount is approximately \$ [REDACTED].

Payments from PAGA Fund. Defendants will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period, rounding up to the nearest Pay Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula:

The Store Leader PAGA Fund will be divided by the aggregate total number of pay periods that each Store Leader PAGA Member worked during the Store Leader PAGA Period, resulting in the "Store Leader PAGA Pay Period Value." Each Store Leader PAGA Member's share of the Store Leader PAGA Fund will be calculated by multiplying each individual Store Leader PAGA Member's total number of pay periods worked (rounding up to the nearest pay period) by the Store Leader PAGA Pay Period Value.

The Hourly Employee PAGA Fund will be divided by the aggregate total number of pay periods that each Hourly Employee PAGA Member worked during the Hourly Employee PAGA Period, resulting in the "Hourly Employee PAGA Pay Period Value." Each Hourly Employee PAGA Member's share of the Hourly Employee PAGA Fund will be calculated by multiplying each individual Hourly Employee PAGA Member's total number of pay periods worked (rounding up to the nearest pay period) by the Hourly Employee PAGA Pay Period Value

A Request for Exclusion does not exclude a PAGA Member from the release of claims under the PAGA, California Labor Code §§ 2698, *et seq.*, and the PAGA Member will receive their prorated portion of the PAGA Fund even if he or she submits a valid Request for Exclusion.

According to Defendants' records, you worked during the Store Leader PAGA Period as a salaried, exempt Store Leader or as a non-exempt retail store employee during the Hourly Employee PAGA Period for a total of [REDACTED] pay periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Payment: "Individual Settlement Payment" means each Participating Class Member's and PAGA Member's respective shares of the Net Settlement Amount and PAGA Fund. Based on the above, your estimated Individual Settlement Payment from the settlement if finally approved is approximately \$ [REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute

Questions? Contact the Settlement Administrator toll free at 1-[REDACTED]

the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

[Settlement Administrator]

c/o _____

Fax No. _____

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Class Members reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 50% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 50% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement and Relevant Releases of Claims

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your Individual Settlement Payment from the settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Settlement Administrator if and when the settlement receives final approval by the Court based on the timeline set forth in the settlement and as ordered by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement and it becomes effective and binding, you will be a Participating Class Member and will be mailed a check for your Individual Settlement Payment, as described above. In addition, you will be deemed to have released the Released Class Claims against Defendants for the Class Period. Specifically, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge Defendants and all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period. The "Released Parties" and "Released Class Claims" as defined in the settlement are specified below:

"Released Parties" means BLW, its respective past and present parents, subsidiaries, and affiliates, past and present members, managers, shareholders, directors, officers, owners, agents, employees, attorneys, insurers, predecessors, successors and assigns of the foregoing, Saad J. Nadhir, and any individuals or entities that could be jointly liable with any of the foregoing.

"Store Leader Class Released Claims" means all causes of action and factual or legal claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in this Action, and any amendments thereto, including without limitation California Labor Code sections 200, 201, 202, 203, 226, 226.7, 246, 510, 512, 558.1, 1174, 1174.5, 1194, , 2698 et seq., and 2802, California Industrial Commission Wage Orders, Cal. Code Regs., title 7, section 11040, et seq., , and including all claims for alleged misclassification, unpaid wages, overtime or double time wages, regular rate of pay, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, unreimbursed business expenses, wage statements, payroll records and recordkeeping, , unfair competition, unfair, unlawful or fraudulent business practices based on the facts and allegations made in the Action, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (civil penalties and waiting time penalties), interest, fees, costs alleged in this action during the Store Leader Class Period. Store Leader Class

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Members who receive Individual Class Payments will release all Store Leader Released Class Claims regardless of whether Plaintiffs and/or Store Leader Class Members negotiate their settlement award checks pursuant to this Settlement.

“Hourly Employee Class Released Claims” means all causes of action and factual or legal claims under state, federal and local law that were asserted based on the facts and allegations made in this Action, and any amendments thereto, including California Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 247.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, et seq., and 2802, California Industrial Commission Wage Orders, Cal. Code Regs., title 7, section 11040, et seq., California Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, et seq., and including all claims for alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, unreimbursed business expenses, wage statements, payroll records and recordkeeping, , unfair competition, unfair, unlawful or fraudulent business practices based on the facts and allegations made in the Action, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (including but not limited to civil penalties and waiting time penalties), interest, fees, costs, alleged in this action (collectively “Released Class Claims”) during the Hourly Employee Class Period. Hourly Employee Class Members who receive Individual Class Payments will release all Hourly Employee Released Class Claims regardless of whether Plaintiffs and/or the Hourly Employee Class Members negotiate their settlement award checks pursuant to this Settlement.

Regardless of whether or not you opt out or choose Option 1, if you are a PAGA Member (as defined above) and the Court grants final approval of the Settlement, you will release the Released PAGA Claims against Defendants and the Released Parties. The Released PAGA Claims as defined in the settlement are specified below:

“Store Leader Released PAGA Claims” means any and all PAGA claims that were asserted on behalf of Store Leader PAGA Members based on the facts alleged in Plaintiffs’ Complaint, any amendments thereto, and the PAGA letters submitted by the Plaintiffs to the LWDA, including all PAGA claims for alleged misclassification, unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, unreimbursed business expenses, wage statements, payroll records and recordkeeping, unfair competition, unfair, unlawful or fraudulent business practices based on the facts and allegations made in the Action, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (including civil penalties and waiting time penalties), interest, fees, costs, as well as all other claims and allegations alleged in this action during the Store Leader PAGA period, i.e. August 30, 2020 through June 10, 2024.

“Hourly Employee Class Released PAGA Claims” means any and all PAGA claims that were asserted in Plaintiffs’ Complaint, any amendments thereto, and the PAGA letters submitted by the Plaintiffs to the LWDA, including for alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, unreimbursed business expenses, wage statements, payroll records and recordkeeping, unfair competition, unfair, unlawful or fraudulent business practices based on the facts and allegations made in this action, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (including but not limited to civil penalties and waiting time penalties), interest, fees, costs alleged in this action during the Hourly Employee PAGA period

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

“PAGA Notices” means collectively Plaintiffs letters to Defendants and the LWDA pursuant to Labor Code section 2699.3(a) related to their PAGA Claims against Defendants.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement in this Action—*Gonzalez, et al. v. Blue Link Wireless, LLC, et al*, No. CGC-24-614396. Please note that ***if you opt out of this settlement, you will NOT receive a payment from the Net Settlement Amount and will NOT be bound by the Released Class Claims*** (defined above). You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and will be bound by the Released PAGA Claims regardless of whether they opt out of the class action portion of the settlement.

If you wish to opt out, your written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number or your full employee ID number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

[Settlement Administrator]

c/o _____

The Request for Exclusion must be postmarked or faxed not later than [Response Deadline]. If you submit a Request for Exclusion which is not postmarked or faxed by [Response Deadline], your Request for Exclusion will be rejected, and you will be included in the settlement class as a Participating Class Member and bound by the Released Class Claims.

In sum, if you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable or for some other reason, you may submit a written objection stating why you object to the settlement and/or you may appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator’s address].

All written objections must be received by the administrator by not later than [Response Deadline]. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the opt out directions described above in Option 2. Please note that you cannot both object to the settlement and exclude yourself— you must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

If you choose **Option 3**, and the Court overrules your objection and grants final approval of the settlement, you will still be a Participating Class Member bound by the settlement and entitled to an Individual Settlement Payment and will be deemed to have released the Released Class Claims and, if you are also a PAGA Member, the Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel at the contact information below:

Settlement Administrator

[Settlement Administrator Name]

c/o _____

Class Counsel

Edward J. Wynne
George Nemiroff
Wynne Law Firm
80 E. Sir Francis Drake Blvd., Suite
3G
Wood Island
Larkspur, California 94939
Telephone: (415) 461-6400

Camar Jones
Shavitz Law Group, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
Telephone: (561) 447-8888

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT 2



CASE ASSUMPTIONS

Class Members	615
Opt Out Rate	1%
Opt Outs Received	6
Total Class Claimants	609
Subtotal Admin Only	\$9,750.00

Not-to-Exceed Total \$9,750.00

For 615 Members

Pricing Good for Scope of Estimate Only

December 18, 2024

Case: BLW Opt-Out Administration wEmail

Phoenix Contact: Jodey Lawrence
 Contact Number: 949.566.1455
 Email: Jodey@phoenixclassaction.com

Requesting Attorney: Camar R. Jones, Esq.
 Firm: SHAVITZ LAW GROUP, P.A.
 Contact Number: 561-447-8888
 Email: cjones@shavitzlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 615 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$150.63	1	\$150.63
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$100.00	2	\$200.00
Email Setup	\$500.00	1	\$500.00
Total			\$1,382.63

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	4	\$500.00
Data Merge & Duplication Scrub	\$0.50	123	\$61.50
Notice Packet & Opt-Out Form	\$1.25	123	\$153.75
Estimated Postage (up to 2 oz.)*	\$0.87	123	\$107.01
Email Notice Packet & Opt-Out Form	\$0.75	492	\$369.00
Static Website	\$550.00	1	\$550.00
Total			\$1,741.26

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.25	62	\$76.88
Remail Notice Packets	\$1.25	62	\$76.88
Estimated Postage	\$0.87	62	\$53.51
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$422.26

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	7	\$70.00
Case Manager	\$85.00	3	\$255.00
Total			\$995.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	4	\$500.00
Mail Class Checks *	\$1.00	615	\$615.00
Estimated Postage	\$0.69	615	\$424.35
Total			\$2,429.35

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	123	\$184.50
Case Associate	\$60.00	5	\$300.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$75.00	2	\$150.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,275.00	1	\$1,275.00
Total			\$2,779.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$9,750.00



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.