

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Julie S. Oh (SBN 341157)
MOON LAW GROUP, PC
725 South Figueroa Street, 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: joh@moonlawgroup.com

Attorneys for Plaintiff Kevin Brokl

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 22 2026

BY: Morica Real
Morica Real, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KEVIN BROKL, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

ULTIMATE INTERNET ACCESS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CIVSB2317831

[Assigned to Hon. Donald Alvarez, Dept. S23]

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion
and Motion for Preliminary Approval of Class
Action and PAGA Settlement, the Declaration of
Kane Moon, and the Declaration of Plaintiff
Kevin Brokl]*

PRELIMINARY APPROVAL HEARING:

Date: January 22, 2026

Time: 9:00 a.m.

Dept.: S23

Action Filed: August 2, 2023

Trial Date: Not set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 to Plaintiff of not more than \$5,000.00.

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
3 reasonable to the Class Members when balanced against the probable outcome of further litigation
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant
5 class-wide discovery, investigation, research, and litigation have been conducted such that counsel
6 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
7 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
8 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
9 of serious, informed, adversarial, and arm's-length negotiations between the Parties. Accordingly,
10 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and
11 meets the requirements for preliminary approval.

12 4. A final approval hearing on the question of whether the proposed Settlement
13 Agreement, Class Counsel's attorneys' fees and costs, the Administration Expenses Payment, the
14 PAGA Settlement Payment, and the Class Representative Service Payment should be finally
15 approved as fair, reasonable, and adequate as to the members of the Class is hereby set in
16 accordance with the Implementation Schedule set forth below.

17 5. The Court provisionally certifies, for settlement purposes only, the following class
18 (the "Class" or "Class Members"): all current and former non-exempt employees of Defendant
19 who worked for Defendant in California during the Class Period. The "Class Period" means the
20 period from August 2, 2019 through the date the Court preliminary approves the Settlement.
21 Excluded from the Class will be any Class Member who submits a valid and timely Request for
22 Exclusion from the Settlement.

23 6. Further, the Court provision certifies, for settlement purposes only, the following
24 individuals ("Aggrieved Employees"): all current and former non-exempt employees of Defendant
25 who worked for Defendant in California during the PAGA Period. The "PAGA Period" means the
26 period from August 2, 2022 through the date the Court preliminary approvals the Settlement.

27 7. The Court finds, for settlement purposes only, that the Class meets the
28 requirements for certification under California Code of Civil Procedure section 382 in that: (1)

1 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
2 common, or of general interest, to all Class Members, which predominate over individual issues;
3 (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class
4 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
5 action is superior to other available methods for the fair and efficient adjudication of the
6 controversy.

7 8. Release of Claims. Effective on the date when Defendant fully funds the entire Gross
8 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
10 follows: (Settlement, ¶ 5.)

11 a. Released Parties. "Released Parties" means: Defendant and each of its former and present
12 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors,
13 assigns, and subsidiaries. (Settlement, ¶ 1.38.)

14 b. Plaintiff's Release. In addition to the claims released by Participating Class Members and
15 Aggrieved Employees, Plaintiff and his respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
17 release and discharge Released Parties from all claims, transactions, or occurrences that
18 occurred during the Class Period, including, but not limited to, all claims that were, or
19 reasonably could have been, alleged, based on the facts contained in the Operative
20 Complaint. ("Plaintiff's Release.") Plaintiff's Release specifically excludes the claims
21 asserted in Plaintiff's Individual Action and does not extend to any claims or actions to
22 enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
23 disability benefits, social security benefits, workers' compensation benefits that arose at
24 any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
25 Plaintiff may discover facts or law different from, or in addition to, the facts or law that
26 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
27 shall be and remain effective in all respects, notwithstanding such different or additional
28 facts or Plaintiff's discovery of them.

1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542 Waiver. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

c. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including claims for unpaid minimum and overtime wages, meal and rest break violations, unreimbursed business expenses, late final pay, wage statement violations, and unfair business practices ("Released Class Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (*Id.* at ¶ 5.2.)

d. Released PAGA Claims. All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or Plaintiff's PAGA Notice ("Released PAGA Claims"). (*Id.* at ¶ 5.3.)

9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and definitions as set forth in the Settlement Agreement.

1 10. The Court appoints, for settlement purposes only, Plaintiff as the Class
2 Representative. The Court approves, on a preliminary basis, a Class Representative Service
3 Payment from the Gross Settlement Amount of up to \$5,000.00 to Plaintiff, in addition to the
4 amount Plaintiff is eligible to receive as a Class Member and Aggrieved Employee, for initiating
5 and providing services in support of the Action and for his general release. To the extent the final
6 amount awarded is less than the amount requested, the remainder will be allocated to the Net
7 Settlement Amount for distribution to Participating Class Members.

8 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
9 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability
10 to request attorneys' fees of up to one-third of the Gross Settlement Amount, as well as
11 reimbursement for actual costs not to exceed \$15,000.00. To the extent actual costs are less and/or
12 the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder
13 will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

14 12. The Court appoints Simpluris, Inc. as the Administrator with payment from the
15 Gross Settlement Amount for reasonable administration costs not to exceed \$7,000.00, except
16 upon a showing of good cause and as approved by the Court. To the extent administration costs
17 are less, the remainder will be allocated to the Net Settlement Amount for distribution to
18 Participating Class Members.

19 13. The Administrator shall perform services and duties as provided for in the
20 Settlement Agreement, including, but not limited to, mailing the Class Notice via first-class U.S.
21 Mail. Class Members shall not be required to submit a claim form in order to receive individual
22 settlement payments.

23 14. The Court approves, as to form and content, the *Court-Approved Notice of Class*
24 *Action Settlement and Hearing Date for Final Court Approval* (the "Class Notice") attached hereto
25 as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis, that the plan
26 for distribution of the Class Notice satisfies due process, provides the best notice practicable under
27 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

28 15. The obligations set forth in the Settlement Agreement are deemed part of this

1 Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the
2 Settlement Agreement according to its terms and provisions.

3 16. The Court orders the following Implementation Schedule:

4 Defendants to provide the Administrator 5 with the Class Data	Within 21 calendar days after entry of preliminary approval
6 Administrator to mail the Class Notice	Within 14 calendar days after receiving 7 the Class Data
8 Response and Opt-Out Deadline	Within 60 calendar days after mailing 9 (extended by 14 calendar days for re- mailed Class Notices)
10 Final Approval Motion Filing Deadline	At least 16 court days before the Final 11 Approval Hearing
12 Final Approval Hearing	June 23, 2026 at 9:00 a.m.

14 17. The Court reserves the right to continue the date of the Final Approval Hearing without
15 further notice to Class Members.

16 18. The Court further orders that, pending further order of this Court, all proceedings in this
17 litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

18 19. The Settlement Agreement is preliminarily approved but is not an admission by
19 Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of
20 any violation of law. Neither the Settlement Agreement nor any related document shall be offered or
21 received in evidence in any civil, criminal, or administrative action or proceeding other than as may
22 be necessary to consummate or enforce the Settlement Agreement.

23 **IT IS SO ORDERED.**

24
25 DATED: 6/22/26

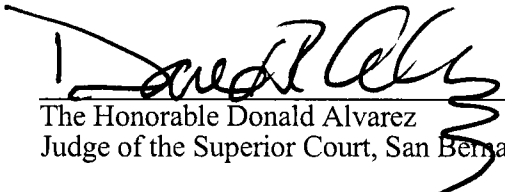
26 
The Honorable Donald Alvarez
27 Judge of the Superior Court, San Bernardino County
28

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
FINAL COURT APPROVAL**

Kevin Brokl v. Ultimate Internet Access, Inc.

Superior Court of California, County of San Bernardino, Case Number CIVSB2317831

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

You may be eligible to receive money from a class action lawsuit ("Action") brought against Ultimate Internet Access, Inc. ("UIA") for alleged wage and hour violations. The Action was filed by a former UIA employee, Kevin Brokl ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of non-exempt employees who worked for UIA during the Class Period ("Class Members"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for UIA during the PAGA Period ("Aggrieved Employees").

The Class Period is August 2, 2019 through [DATE]. The PAGA Period is August 2, 2022 through [DATE].

The proposed Settlement has two main parts: (1) a settlement of class claims ("Class Settlement") requiring UIA to fund Individual Class Payments to Class Members, and (2) a settlement of PAGA claims ("PAGA Settlement") requiring CFC to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on UIA's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$[REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$[REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on UIA's records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. (If no amount is stated for your Individual PAGA Payment, then according to UIA's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work for UIA during the PAGA Period.)

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the proposed Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the hearing on the motion for final approval ("Final Approval Hearing"), the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires UIA to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against UIA.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement, in which case you will be a Participating Class Member and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against UIA.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against UIA, and, if you are an PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against UIA that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but Not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. UIA must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but Not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks and/or Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period ("Workweeks") and how many pay periods you worked at least one day during the PAGA Period ("Pay Period"), respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to UIA's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of UIA. The Action accuses UIA of violating California labor laws by failing to pay minimum wages, overtime wages, wages due upon termination, and reimbursable expenses, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Plaintiff is represented by Class Counsel in the Action:

Kane Moon, Esq.
Allen Feghali, Esq.
Julie Sohyun Oh, Esq.
Amy Truong, Esq.
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

UIA strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether UIA or Plaintiff is correct on the merits. In the meantime, Plaintiff and UIA hired an experienced, neutral mediator in an effort to resolve the Action by negotiating a settlement to end the case by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement (“Judgment”), Plaintiff and UIA have negotiated a proposed Settlement that is subject to the Court’s final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, UIA does not admit any violations or concede the merit of any claims.

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

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

1. Gross Settlement Amount. The Gross Settlement Amount is \$205,000.00, which is the total amount UIA agrees to pay under the Settlement. UIA agrees to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, UIA will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third of the Gross Settlement Amount, currently estimated to be \$68,333.33, to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$5,000 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$6,000 to the Administrator for services administering the Settlement.
- D. Up to \$15,000 for PAGA Penalties, allocated 75% (\$11,250) to the LWDA and 25% (\$3,750) in Individual PAGA Payments to the PAGA Members proportionate to the number of pay periods they worked during the PAGA Period.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Uncredited Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and UIA are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [**DATE**] ("Response Deadline"), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion, via mail, email, or fax, within the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member's name, contact information (mailing address, email address, and/or phone number), and a simple statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against UIA.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give

up their right to assert PAGA claims against UIA based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the Settlement and/or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and UIA have agreed that, in either case, the Settlement will be void: UIA will not pay any money and Class Members will not release any claims against UIA.
8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and UIA has fully funded the Gross Settlement Amount (“Effective Date”), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against UIA or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including claims for unpaid minimum and overtime wages, meal and rest break violations, unreimbursed business expenses, late final pay, wage statement violations, and unfair business practices. (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

The Aggrieved Employees’ released claims are as follows:

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750.00 by the total number of Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in UIA's records, are stated in the first page of this Notice. You have until [**DATE**] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment if the Participating Class Member is also an Aggrieved Employee.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

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

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

Submit a written and signed letter with your name, contact information (mailing address, email address, and/or phone number), and a simple statement that you do not want to participate in the Settlement. You can send this letter to the Administrator via email, mail, or fax. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Brokl v. Ultimate Internet Access, Inc.*, and include your identifying information (full name, address, telephone number, and/or social security number for verification purposes). You must make the request yourself. If someone else, other than your representative, makes the request for you, it will not be valid. **The**

Administrator must be sent your request to be excluded by [REDACTED] or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and CFC are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a request for attorneys' fees and costs and for the class representative award, stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. You can view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or the request for Class Counsel attorneys' fees and litigation expenses, and the Class Representative Service Payment, may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Brokl v. Ultimate Internet Access, Inc.* and include your name, contact information (mailing address, email address, and/or phone number), and sign the objection. You may send your written objection to the Administrator by fax, email, or mail. Section 9 of this Notice has the Administrator's contact information. **Do not file your objection with the Court.**

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department S23 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via [URL](#). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything UIA and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://cap.sb-court.org/search>) and entering the case number for the Action: CIVSB2317831. You can also make an appointment to personally review court documents in the Civil Division at the San Bernardino Justice Center by calling (909) 708-8678.

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

Class Counsel:

Kane Moon, Esq.

Allen Feghali, Esq.

Julie Oh, Esq.

Amy Truong, Esq.

MOON LAW GROUP, PC

725 S. Figueroa Street, 31st Floor

Los Angeles, California 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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