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

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

Plaintiff,

vs.

BIG LEAGUE DREAMS MANTECA, LLC, a  
California limited liability company; BIG  
LEAGUE DREAMS CATHEDRAL CITY,  
LLC, a California limited liability company;  
BIG LEAGUE DREAMS CHINO HILLS,  
LLC, a California limited liability company;  
BIG LEAGUE DREAMS JURUPA, LLC, a  
California limited liability company; BIG  
LEAGUE DREAMS PERRIS, LLC, a  
California limited liability company; BIG  
LEAGUE DREAMS REDDING, LLC, a  
California limited liability company; BIG  
LEAGUE DREAMS SPORTS, LLC, a  
California limited liability company; BIG  
LEAGUE DREAMS USA, LLC, a California  
limited liability company; BIG LEAGUE  
DREAMS WEST COVINA, LLC, a California  
limited liability company; and DOES 1 through  
10, inclusive,

Defendants.

Case No. STK-CV-UOE-2024-0001461  
**PAGA SETTLEMENT AGREEMENT**

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1 from the Action.

2 7. "LWDA" means the California Labor and Workforce Development Agency.

3 8. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees  
4 and Costs, Service Award, and Settlement Administrator Costs.

5 9. "Pay Periods" shall mean each pay period in which an Aggrieved Employee worked at  
6 least one shift during the Settlement Period, using actual data where available and extrapolations where  
7 not available.

8 10. "Plaintiff's Counsel" means Capstone Law APC.

9 11. "Service Award" means the amount to be paid to Plaintiff as payment for her service on  
10 behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of her  
11 employment with Defendants.

12 12. "Settled Claims" means any and all claims for PAGA civil penalties under the California  
13 Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been  
14 alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts  
15 alleged in the Action during the Settlement Period.

16 13. "Settlement Period" means February 6, 2023 through the earlier of May 26, 2025 or the  
17 date of entry of the Order and Judgment.

18 **TERMS**

19 14. Gross Settlement Amount. In consideration for Plaintiff's promises and representations  
20 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,  
21 Defendants will pay Four Hundred Forty Thousand Dollars (\$440,000) ("Gross Settlement Amount") to  
22 settle the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and  
23 expenses, consideration for Plaintiff's service on behalf of the LWDA and Aggrieved Employees,  
24 Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share  
25 of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert  
26 to, Defendants.

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

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

15(a) Defendants will calculate: (i) the total number of Pay Periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of Pay Periods worked by all Aggrieved Employees during the Settlement Period.

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

15(c) The Gross Settlement Amount is based on Defendants' representation that the Aggrieved Employees will have worked approximately 21,056 Pay Periods as of May 1, 2025. In the event the number of Pay Periods worked by the Aggrieved Employees increase by more than 10%, Defendants shall have the option of either: (i) increasing the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above 10% (for example, if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%), or (ii) shorten the release period to an earlier date at which only 21,056 pay periods plus an additional 10% are covered by the Settlement Period.

16. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than One Hundred Forty Six Thousand Six Hundred Sixty Seven Dollars (\$146,667), plus the reimbursement of all out-of-pocket

1 costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including  
2 expert/consultant fees, investigations costs, etc.), not to exceed Fifteen Thousand Dollars (\$15,000), both  
3 of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs  
4 not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

5 17. Service Award. For a general release of all claims Plaintiff may have against Defendants  
6 arising out of her employment, and for her service on behalf of the LWDA and Aggrieved Employees,  
7 Defendants agree not to oppose or impede any application or motion by Plaintiff for a service award of  
8 up to Ten Thousand Dollars (\$10,000) ("Service Award"). Upon receipt of the Service Award, Plaintiff  
9 will be deemed to have fully released and discharged Defendants from any and all claims, demands,  
10 obligations, causes of action, rights, or liabilities of any kind which have been or could have been  
11 asserted against Defendants arising out of, or relating to, Plaintiff's employment with Defendants or  
12 termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation,  
13 defamation, discrimination, harassment or wrongful termination of employment. This release specifically  
14 includes any and all claims, demands, obligations and/or causes of action for damages, restitution,  
15 penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any  
16 way connected with the matters referred to herein, whether or not known or suspected to exist, and  
17 whether or not specifically or particularly described herein. Specifically, Plaintiff will be deemed to have  
18 waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**  
20 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**  
21 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
22 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**  
23 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

24 18. Plaintiff understands and agrees that this Settlement Agreement, including her release of  
25 all claims against Defendants as set forth in Paragraph 17, above, shall remain in full force and effect  
26 even if the full amount of Service Award sought by Plaintiff is not ultimately awarded by the Court.

27 19. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-  
28 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be

1 responsible for establishing a qualified settlement fund (“QSF”) and issuing payments and appropriate  
2 tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff’s Counsel. The Settlement  
3 Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there  
4 were approximately 832 Aggrieved Employees at the time of mediation in this matter, Settlement  
5 Administration Costs are estimated at Six Thousand Dollars (\$6,000).

6       20.     Court Approval of the Settlement and Distribution of Settlement Payments. The Parties  
7 will present this Settlement Agreement to the Court and the LWDA. Plaintiff will provide Defendants  
8 with a reasonable opportunity to review the moving papers prior to filing them with the Court. The  
9 Parties will request that the Court issue an order and judgment approving and incorporating by reference  
10 the terms and conditions of the Settlement Agreement (the “Order and Judgment”). Concurrent with the  
11 request, Defendants will submit a declaration generally explaining its financial condition and why the  
12 Gross Settlement Amount needs to be paid in two installments. To the extent any more detailed  
13 information is requested by the Court, the Parties will use their best efforts to seek to file such  
14 information under seal and/or for *in camera* review, at Defendants’ expense.

15       21.     List of Aggrieved Employees. Within twenty-one (21) calendar days after entry of the  
16 Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all  
17 Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in  
18 Microsoft Office Excel and will include each Aggrieved Employee’s full name; most recent mailing  
19 address and telephone number; Social Security number; the respective number of Pay Periods (using  
20 actual data where available and extrapolations where not available, and with “worked” representing any  
21 pay period where the Aggrieved Employee worked at least one shift); and any other relevant information  
22 needed to calculate settlement payments.

23       22.     Funding of the Settlement. Within thirty (30) days after entry of the Order and  
24 Judgment, Defendants shall deposit Two Hundred Twenty Thousand Dollars (\$220,000) into the QSF to  
25 be established by the Settlement Administrator. Within eight (8) months after the initial deposit, but in no  
26 event any later than October 1, 2026, Defendants will deposit the remaining Two Hundred Twenty  
27 Thousand Dollars (\$220,000) of the Gross Settlement Amount into the QSF to be established by the  
28 Settlement Administrator. Within fourteen (14) calendar days of the full funding of the Settlement, the

1 Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and  
2 Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and € itself. The Settlement  
3 Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under  
4 this Settlement.

5       23.     Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue  
6 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an  
7 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a  
8 search based on the National Change of Address Database for information to update and correct for any  
9 known or identifiable address changes. Any checks returned as non-deliverable on or before the check  
10 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address  
11 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt  
12 to determine the correct address using a skip-trace, or other search using the name, address or Social  
13 Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.  
14 Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain  
15 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be  
16 tendered to the State Controller's Office, Unclaimed Property Division. All settlement payments to  
17 Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

18       24.     Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved  
19 Employees will be forever barred from pursuing against Defendants any and all Settled Claims during  
20 the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released  
21 any individual, substantive wage and hour claims (as opposed to claims for penalties under PAGA) by  
22 virtue of this Settlement.

23       25.     No Right to Exclusion or Objections by Representative Action Members. Because this  
24 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a  
25 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no  
26 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved  
27 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,  
28 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties

1 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

2 26. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced  
3 herein will not be utilized to calculate any additional benefits under any benefit plans to which any  
4 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,  
5 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit  
6 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,  
7 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

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

12 28. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve  
13 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then  
14 this Settlement Agreement, and any documents generated to bring it into effect, including but not limited  
15 to the Amended Complaint, will be null and void, and the Parties will be returned to their original  
16 respective positions.

17 29. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court  
18 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement  
19 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters  
20 as may be appropriate under court rules or as set forth in this Settlement.

21 30. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'  
22 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding  
23 on the Parties.

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

27 32. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
2 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
3 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
4 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to  
5 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
6 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
7 may seek the assistance of the Court to resolve such disagreement.

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

10 34. California Law Governs. All terms of this Settlement Agreement will be governed by  
11 and interpreted according to the laws of the State of California.

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

16 36. Acknowledgement that the Settlement is Fair and Reasonable. While Defendants deny  
17 any liability or wrongdoing in the Action, the Parties believe this Settlement Agreement is a fair,  
18 adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length  
19 negotiations by experienced counsel. The Parties further acknowledge that they are each represented by  
20 competent counsel and that they have had an opportunity to consult with their counsel regarding the  
21 fairness and reasonableness of this Settlement.

22 37. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that  
23 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from  
24 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

25 38. Invalidity of Any Provision. Before declaring any provision of this Settlement  
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
27 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
28 valid and enforceable.

1           39.     Captions. The captions and section numbers in this Settlement Agreement are inserted  
2 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
3 provisions of this Settlement Agreement.

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

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

12           42.     Representation By Counsel. The Parties acknowledge that they have been represented  
13 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
14 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed  
15 in full.

16           43.     Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
17 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
18 Settlement Agreement.

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

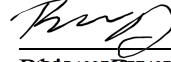
24           45.     Denial of Liability. The Parties expressly recognize that the making of this agreement  
25 does not in any way constitute an admission or concession of wrongdoing on the part of Defendants.  
26 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,  
27 discussions or communications, nor any materials prepared, exchanged, issued or used during the  
28 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be

introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Signed by:



Rhiana Durante

Dated: 7/28/2025

**DEFENDANTS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Signatory  
Big League Dreams Manteca, LLC, Big League Dreams Cathedral City, LLC, Big League Dreams Chino Hills, LLC, Big League Dreams Jurupa, LLC, Big League Dreams Perris, LLC, Big League Dreams Redding, LLC, Big League Dreams Sports, LLC, Big League Dreams USA, LLC, and Big League Dreams West Covina, LLC

introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rhiana Durante

**DEPENDANTS**

Dated: July 23, 2025

  
\_\_\_\_\_  
Kevin Flora

Big League Dreams Manteca, LLC, Big League Dreams Cathedral City, LLC, Big League Dreams Chino Hills, LLC, Big League Dreams Jurupa, LLC, Big League Dreams Perris, LLC, Big League Dreams Redding, LLC, Big League Dreams Sports, LLC, Big League Dreams USA, LLC, and Big League Dreams West Covina, LLC

# Exhibit A

<<DATE>>

<<FIRST\_NAME>> <<LAST\_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Durante v. Big League Dreams Manteca, LLC*,  
No. STK-CV-UOE-2024-0001461 (San Joaquin County Superior Court)**

Dear <<FIRST\_NAME>> <<LAST\_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Durante v. Big League Dreams Manteca, LLC*, No. STK-CV-UOE-2024-0001461 (San Joaquin County Superior Court) (the “Action”).

The Action was filed against Defendants Big League Dreams Manteca, LLC, Big League Dreams Cathedral City, LLC, Big League Dreams Chino Hills, LLC, Big League Dreams Jurupa, LLC, Big League Dreams Perris, LLC, Big League Dreams Redding, LLC, Big League Dreams Sports, LLC, Big League Dreams USA, LLC, and Big League Dreams West Covina, LLC (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Big League Dreams Manteca, LLC on behalf of the State of California and all allegedly “aggrieved employees” of Defendants, which consist of all persons who worked for Defendants as non-exempt, hourly employees in the State of California from February 6, 2023 through May 26, 2025. You have been identified as one of these “aggrieved employees.”

The Plaintiff in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement. However, by virtue of the Settlement, all aggrieved employees have waived and released any and all claims for civil penalties under the Labor Code, California Wage Orders, regulations, and/or other provisions of law alleged or that could have been alleged to have been violated in the Action with respect to aggrieved employees based on the facts alleged in the Action during the time period from February 6, 2023 through May 26, 2025.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]