

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Matthew R. Snyder (SBN 350907)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
23586 Calabasas Road Suite 105
Calabasas CA 91302
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddfllaw.com
abacon@toddfllaw.com
msnyder@toddfllaw.com
Attorneys for Plaintiff
STEVEN JOSEPH THOMAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

STEVEN JOSEPH THOMAS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

BOYS & GIRLS CLUB OF SOUTH
SAN LUIS OBISPO COUNTY; BOYS &
GIRLS CLUBS OF THE CENTRAL
COAST; UNITED BOYS AND GIRLS
CLUBS OF SANTA BARBARA
COUNTY; and DOES 1 to 50, inclusive

**DECLARATION OF ADRIAN R. BACON
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Case No.: 24CV03448

Date: March 6, 2026
Time: 10:00 a.m.

Honorable Donna D. Geck
Department 4

Filed concurrently with Notice of Motion and
Memorandum of Points and Authorities;
Declaration of Steven Joseph Thomas;
Proposed Order

DECLARATION OF ADRIAN R. BACON

I, Adrian R. Bacon, declare:

1. I am a partner at The Law Offices of Todd M. Friedman, P.C. and an attorney in good standing duly admitted to the State Bar of California and before this Court and an attorney of record for Plaintiff Louise Furman ("Plaintiffs") in this class action against Defendants The Boys & Girls Club of South San Luis Obispo County, Boys & Girls Clubs of the Central Coast and United Boys and Girls Clubs of Santa Barbara County. ("Defendants").

1 2. This declaration is submitted in support of Plaintiff's Motion for Preliminary
2 Approval of Class Action Settlement in the above-captioned action. Except for those matters
3 stated on information and belief, which I am informed and believe are true and correct, I have
4 personal knowledge of all matters set forth herein. If called as a witness, I could and would
5 competently testify thereto. A true and correct copy of the fully executed Class Action Settlement
6 Agreement (the "Settlement") is attached as **Exhibit A**.

7 3. A true and correct copy of the proposed Class Notice is attached hereto as **Exhibit**
8 **B**.

9 4. A true and correct copy of the proposed Opt Out Form is attached hereto as
10 **Exhibit C**.

11 5. A true and correct copy of the proposed Statement of Weeks Worked is attached
12 hereto as **Exhibit D**.

13 6. After preliminary discussions regarding the case, an initial discovery exchange
14 including both formal and informal discovery, as well as my office reaching out and obtaining
15 sworn declarations to two other Class Members regarding their experiences, I felt we were in a
16 good position to evaluate merits, certification, and damages issues sufficient to make informed
17 resolution decisions. The parties agreed to mediate the Litigation with Mike Strauss, Esq, a
18 mediator affiliated with Judicate West, a well-known and respected provider of alternative
19 dispute resolution services.

20 7. In advance of the mediation, Defendant provided Plaintiff with data and
21 documents that include the size and composition of the putative Class, information about
22 Defendant's timekeeping and meal and rest period practices, and a sample of time and payroll
23 records.

24 8. The discovery revealed significant challenges to continuing litigation, and
25 Plaintiff's counsel conducted a diligent and thorough examination of the legal, factual, and
26 damages allegations at issue. Such challenges include: whether Defendant's policies regarding
27 timekeeping and payroll with respect to Class members complied with California law throughout
28 the Class Period, and whether individualized issues would defeat certification or render the trial

1 unmanageable.

2 9. Specifically, Defendant contends that its policies regarding meal and rest periods
3 and time and payroll records show substantial compliance and that all Class Members were paid
4 all wages owed. Defendant also argued that any missed meal and/or rest breaks were the result
5 of the voluntary choice of Plaintiff and Class members.

6 10. Defendant contends further that, because its policies and timekeeping procedures
7 complied with California law, any violations for off the clock work, or break violations were
8 good faith errors and not willful, which argument increases Plaintiffs' burden to justify the
9 imposition of penalties under Labor Code §§ 203 and 226.

10 11. On April 29, 2025, the parties attended mediation with Mr. Strauss.

11 12. After a full day of negotiation, the parties asked Mr. Strauss to provide a
12 mediator's proposal.

13 13. Mr. Strauss provided such a mediator's proposal to Plaintiff, Defendant, and
14 myself on behalf of the Class, a few days later, on May 2, 2025, and the Parties agreed to Mr.
15 Strauss' proposal.

16 14. Mr. Strauss proposal was that the class would receive payment of \$225,000 to
17 settle the wage and hour claims, as described herein.

18 15. I have reviewed the Settlement Agreement in full and participated in resolution
19 discussions. I believe that the Settlement is fair and reasonable and provides significant
20 meaningful relief to Class Members.

21 **Factual Background**

22 16. Defendants owned and/or operated, as joint employer, childcare and education
23 centers operating under the name "BOYS & GIRLS CLUB. Defendants are 501(c)(3) nonprofit
24 charitable organizations. Plaintiff worked for Defendants from 2018 until 2023.

25 17. From 2018 to 2020, Plaintiff worked at Defendants' location in Oceano, CA.

26 18. From 2020 to 2022, Plaintiff worked in the Boys and Girls Club location in Santa
27 Maria, CA.

28 19. Lastly, Plaintiff worked from 2022 through August 2023 in the Santa Barbara, CA

Boys and Girls Club location.

20. On June 19, 2024 Plaintiff filed his Original complaint before This Honorable Court alleging a class action for various alleged Labor Code violations, including, but not limited to, failing to provide meal and rest breaks.

21. On October 1, 2024, Plaintiff filed an amended complaint alleging a causation of action under Private Attorney General Act Lab. Code §§ 2698 et. seq. (“PAGA”).

22. Plaintiff both sent letters to the LWDA satisfying the procedural prerequisites of PAGA, and filed PAGA claims on behalf of the LWDA and aggrieved employees. Contemporaneous with the filing of this Motion, my office will submit all settlement papers to the LWDA through its online portal.

23. Plaintiff alleges claims on behalf of himself and a class of non-exempt current and former employees who were employed by Defendants in California during the Class Period for, *inter alia*, Defendants’ alleged failure to pay at least minimum wages for all hours worked, failure to pay premium wages for missed, late, and/or interrupted meal and rest periods, failure to pay premium wages for all overtime hours worked, failure to provide accurate itemized wage statements, failed to provide recovery periods, and failure to pay all wages upon termination.

24. After extensive discussions regarding the case and an initial discovery exchange, and early motion practice, the parties agreed to mediate the Litigation with mediator Mike Strauss.

25. Defendants agreed to provide Plaintiff with data and documents that included the size and composition of the putative Class, information about Defendants’ timekeeping, payroll and meal and rest period practices, including policy and procedure documents, information and documents permitting for calculations of applicable incidents of violation rates and damages, and Defendant’s written wage and hour policies and procedures. This sample of the class timekeeping records was random. According to the records Defendants provided, there are approximately 1,095 putative class members.

26. It is undeniable that based on reviewing the written policies and speaking to Plaintiff that the discovery revealed significant challenges to continuing litigation. Plaintiff’s

counsel conducted a diligent and thorough examination of the legal, factual, and damages allegations at issue.

27. For the foregoing reasons, because recovery for the class is paramount and to avoid the risk that continued litigation may ultimately deprive class members of compensation to which they are entitled, I believe that the proposed settlement (described below) is fair and reasonable.

The Settlement

28. The Settlement provides for a non-reversionary Settlement Fund for the benefit of all Class Members and Aggrieved Employees. *See* Ex. A (Settlement, ¶ 3.1.).

29. The Settlement Fund is defined as the Gross Settlement Amount of Two Hundred and Twenty-Five Dollars (\$225,000). (*Id.*)

30. The escalatory provision holds that the settlement is based on 43,673 workweeks and 935 employees, which is supported by confirmatory discovery. Pursuant to the terms of the escalatory provision, any increase in workweeks or class members above 15% (i.e., 43,672 workweeks or), will result in a 1:1 proportionate increase in the Gross Settlement Fund. Defendant has opted to truncate the Class Period such that there are 935 class members and 43,673 workweeks. The truncated end of the Class Period is the date preliminary approved is granted.

31. “Class Members” means “all individuals who were employed by Defendant as a non-exempt employee in California during the Class Period.”

32. The Class Period is June 18, 2020 to the date of preliminary approval. The PAGA Period is June 18, 2023 to the date of Preliminary Approval.

33. “Aggrieved Employees” means “all Settlement Class Members employed by Defendant during the PAGA Period.”

34. “Participating Class Members” includes all Class Members who do not submit a valid and timely Request for Exclusion from the Settlement.

35. Each Participating Class Member is entitled to an Individual Class Payment of the Net Settlement Amount, which is defined as the Gross Settlement Amount, less

a. the Service Awards of \$10,000 to Plaintiff for his service to the Class as Class

Representative;

b. Attorneys' Fees in the amount of \$75,000.00, or one-third (1/3) of the Adjusted Settlement Fund, plus Class Counsel's expenses of up to \$10,000;

c. Claims Administration Expenses, which include the postage and printing costs for the Class Notices and the postage costs for mailing the payments, anticipated not to exceed \$12,500,¹ and

d. the PAGA Allocation of Forty Thousand Dollars (\$10,000), 75% of which (\$7,500) shall go to the Labor and Workforce Administration ("LWDA") and 25% of which (\$2,500) shall go to Aggrieved Employees.

36. The Net Settlement Amount (anticipated to be \$117,500.00) will be paid as Individual Class Payments to Participating Class Members.

37. The Individual Settlement Shares will be allocated as follows:

a. 10% of each share shall represent wages;

b. 90% interest and penalties;

38. The portion of each Individual Settlement Share representing wages will be subject to normal employment tax withholdings, including employer-side payroll taxes, relative to the Participating Class Members' employment (e.g., withholdings for State and Federal income tax, employee FICA tax, California SDI, etc.) with the Claims Administrator remitting all such employment tax withholdings directly to the pertinent state and federal taxing authorities.

39. The Settlement releases from liability Defendants and each of their former and present parents, subsidiaries, affiliates, and other officers, directors, owners, employees, partners, agents, and any other successors, assigns, or legal representatives ("Released Parties").

40. Every Class Member who does not request exclusion from, or "opt-out" of, the Class, including Plaintiff, Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,

¹ Phoenix provided a \$7,900 quote, and we expect this will be the final cost.

1 successors, and assigns, release Released Parties from any and all past, present claims,
2 complaints, demands, liabilities, debts, obligations, liens, costs, attorneys' fees, promises,
3 losses or damages that were alleged in the Complaints, and/or could have been alleged in
4 the Complaints based on the facts alleged in the operative Complaints. The Released Claims
5 include, but are not limited to, a release of all claims for allegations of: unpaid wages, unpaid
6 minimum wages, unpaid overtime, failure to timely pay wages, failure to provide meal and
7 rest breaks, failure to pay meal and rest period premiums, failure to provide recovery
8 periods, failure to provide accurate wage statements, failure to pay all wages owed upon
9 termination, civil penalties or other damages that were alleged or could have been alleged
10 based on the facts in the operative Complaints (including but not limited to violations or
11 damages relating to meal periods, rest periods, pay stubs, wage statements, off the clock
12 and other unpaid regular and overtime wages, claims under the Fair Labor Standards Act
13 (for any Settlement Class Member who opts in by executing a settlement check or
14 otherwise), unpaid overtime, unpaid double time, unlawful deductions, and waiting time
15 penalties) which arose during the Class Period ("Released Claims")

16 41. Within twenty (20) days of the entry of the Preliminary Approval Order,
17 Defendants will provide the Claims Administrator with a list of all Class Members,
18 including the name and social security number, most current mailing address, and dates of
19 employment during the Class Period ("Class List").

20 42. Within fourteen (14) days of receipt from Defendant of the Class List, the
21 Claims Administrator will mail the Notice of Class Settlement by First-Class US Mail,
22 postage prepaid.

23 43. Class Members will have sixty (60) days after the date of mailing to submit
24 disputes, requests for exclusion, and/or objections. In the event of remailing, this deadline
25 will be extended an additional sixty (60) days.

26 44. Within sixty (60) days after the Effective Date, Defendant will fund the Gross
27 Settlement Amount.

28 45. No funds will revert to Defendants, and any payments made to Participating

1 Class Members that remain uncashed one-hundred eighty (90) days after mailing shall be
2 transmitted to Bay Area Legal Aid, San Mateo County as a *cypres* recipient thereby leaving
3 no "unpaid residue" subject to the requirements of California Code of Civil Procedure
4 Section 384, subd. (b).

5 **Certification**

6 46. The general provisions governing class action litigation and management in
7 California are found in Code of Civil Procedure section 382, as well as in case law that has
8 examined the application of the class action statute. As this Court is well aware, the decision on
9 class certification does not consider the underlying merits of the case but is confined to an
10 examination to determine whether the proposed class satisfies the requirements for certification.

11 47. The putative Class is objectively ascertainable because its members may be
12 identified by reference to Defendant's records.

13 48. This Class is sufficiently numerous because would be impractical and
14 economically inefficient to require Class Members each to maintain an individual action or be
15 joined as a named plaintiff in this action.

16 49. There is a well-defined community of interest in the common questions of law and
17 fact that exist as to all Class Members and predominate over any questions affecting each
18 individually. Based on the data they obtained from Defendants and from their own investigations,
19 Plaintiff's counsel determined that, for purposes of these claims, Defendants' policies and
20 practices are either identical or sufficiently similar to raise the same questions of law and fact
21 with respect to Defendants' liability as to all Class Members. Among the questions relevant to
22 the adjudication of Class Members' claims are the following:

- 23 a. Whether Defendants' uniform policies and timekeeping practices resulted in the
24 failure to capture all hours worked by Plaintiff and Class Members pursuant to
25 Labor Code section 1174;
- 26 b. Whether Defendants unlawfully and/or willfully failed to pay Plaintiff and Class
27 Members for all hours worked, in violation of the applicable Industrial Welfare
28 Commission ("IWC") Order and Labor Code sections 200, 226, 1197, 1194 and

1198;

- c. Whether Defendants failed to pay Plaintiff and Class Members overtime as required by law;
- d. Whether Defendants had a uniform policy and/or practice of denying Plaintiff and Class Members meal and rest periods as mandated by California law;
- e. Whether Defendants had a uniform policy and/or practice of failing to compensate Plaintiff and Class Members for missed or non-compliant meal periods;
- f. Whether Defendants' pattern and practice of failing to pay Plaintiff and Class Members all compensation owed, is an unlawful, unfair, or fraudulent business act or practice in violation of the UCL, Bus. & Prof. Code § 17200;
- g. Whether Defendants failed to provide Plaintiff and Class Members with accurate, itemized wage statements, in violation of Labor Code section 226, the applicable IWC Order(s), and/or other applicable state regulations;
- h. Whether Defendants unlawfully and/or willfully failed to pay promptly all compensation owed to Class Members on termination of their employment with Defendant, in violation of Labor Code sections 201-203; and
- i. Whether Plaintiff and Class Members sustained damages, and, if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief.

50. Plaintiff's claims are typical of the Class. Like Class Members, Plaintiff worked as a non-exempt employee for Defendant in California during the Class Period and was subject to the same general policies and practices with respect to timekeeping, payroll, and breaks.

51. Because common questions predominate and because the potential legal remedies available to Class Members are identical, the resolution of all Class claims in a single action through the Settlement is the more cost effective and efficient means. Class Members would otherwise each have to prove the same issues to prevail in an individual action, and settlement on a class-wide basis is superior to any other method of resolution.

52. In addition, Defendants would likely assert the same defenses to each Class

1 Member's claims as to Plaintiff's, including that Defendant paid each non-exempt employee for
2 all hours worked, that each was provided with compliant meal and rest periods, that each
3 employee was properly classified as an agricultural worker exempt from certain overtime, meal,
4 and rest break requirements, and that any pay stub violations and/or incomplete final wage
5 payments, if they occurred at all, resulted from good faith mistakes.

6 53. Plaintiff is adequate to represent the Class. Plaintiff is represented by counsel
7 experienced in complex litigation, including wage and hour class actions, and Plaintiff and Class
8 Members' interests in this litigation are co-extensive because all Class Members, including
9 Plaintiff, worked for Defendant during the relevant time period and suffered the same alleged
10 injuries from the same alleged course of conduct. In addition, there is no evidence of, and
11 Defendant does not assert, any conflict of interest between Plaintiffs and the Class.

12 54. This Court should approve the proposed Service Award of \$10,000.00 to Plaintiff,
13 who advanced the interests of the Class by, among other things, speaking extensively with counsel
14 throughout the litigation and settlement discussions to identify and develop the claims at issue,
15 providing pertinent documents, participating in settlement discussions, and carefully reviewing
16 the Settlement and related documents. Plaintiff also risked being required to pay Defendant's
17 costs if this action had been unsuccessful. Further, Plaintiff took the personal risks of potentially
18 intrusive discovery and the disclosure to future employers that they sued a former employer,
19 making their future employment uncertain. Finally, Plaintiff agrees to a much broader release of
20 claims than other Class Members.

21 **Adequacy of Representation by Class Counsel**

22 55. The Law Offices of Todd M. Friedman, P.C. seeks appointment as Class Counsel
23 in this Action. I am informed and believe that Class Counsel are qualified and able to conduct this
24 litigation as a class action.

25 56. As one of the main plaintiff litigators of consumer rights cases in Southern
26 California, Mr. Friedman has been requested to and has made regular presentations to community
27 organizations regarding debt collection laws and consumer rights.

28 57. The Law Offices of Todd M. Friedman, P.C. has litigated over 1000 individual

1 based consumer and employment cases and litigated over 200 consumer and employment class
2 actions. These class actions were litigated in federal courts in California, as well as California
3 State Courts. Approximately 100% percent of my practice concerns consumer litigation in
4 general, with approximately 20% of the firm's class action experience involving employment and
5 wage and hour matters, principally under the California Labor Code and PAGA.

6 58. I am a Partner at The Law Offices of Todd M. Friedman, P.C. and the lead
7 litigation attorney at the firm. I have practiced almost exclusively as a plaintiffs' class action
8 attorney for the duration of my career as a litigator, which has included both wage and hour and
9 consumer class actions. I oversee all the firm's class actions and act in either a lead or co-lead
10 role in nearly all of them.

11 59. I have been licensed to practice since 2011 and has worked as a plaintiffs' side
12 class action litigation attorney for the duration of my career. Prior to receiving my law license, I
13 worked for the Federal Trade Commission, and was involved in several "sweeps" including one
14 dubbed Operation Shortchange, where the FTC shut down a series of scammers who were taking
15 advantage of consumers during the financial downturn and achieved a multi-nine figure judgment
16 against them which made headlines. I also worked on and participated in a federal raid, referred
17 to as an "Immediate Access" and thereafter a receivership against a scam boiler room posing as
18 part of the Obamacare plan by selling fake medical discount cards to vulnerable sick people
19 during the last economic downturn. The company was bilking people out of their last savings by
20 selling them substitutes for medical insurance through bogus discount cards that were not
21 recognized or accepted anywhere that they were advertised. I was part of the team that shut down
22 their operations in Tempe Arizona along with a team of agents and federal marshals.

23 60. Once licensed to practice, I began by working at Strange & Carpenter as an
24 associate on consumer protection class actions, including heading up the document production
25 team on the Toyota Unintended Acceleration Litigation. While there, I drafted and worked on
26 several published opinions, including a Ninth Circuit decision *Corvello v. Wells Fargo* and the
27 now heavily-cited opinion *Nguyen v. Barnes & Noble* denying a motion to compel arbitration,
28 which was upheld by the Ninth Circuit.

1 61. I left the firm and went to work at Marlin & Saltzman in their Orange County
2 office under Louis M. Marlin, a highly decorated retired class action attorney, and now respected
3 mediator. Marlin & Saltzman is a class action litigation firm that specializes in wage and hour
4 class actions. I worked there for two years and was appointed class counsel on several wage and
5 hour class actions. I was instrumental in favorably settling one such class action against Ikea for
6 more than twice what the company came to mediation willing to pay.

7 62. In 2014 I lateralled over to The Law Offices of Todd M. Friedman, where I have
8 served as the head of litigation at the office for the past ten years. I was made a partner in 2018
9 after having certified and settled numerous class actions for clients of our firm and helped revamp
10 our litigation department. Almost every single one of the class actions that our firm has settled,
11 certified or otherwise litigated in earnest on behalf of our clients out of our California office have
12 been cases that I have overseen with Mr. Friedman.

13 63. I have been the chief brief writer for and argued multiple class action cases before
14 the Ninth Circuit, Eleventh Circuit, Second Circuit, and California Supreme Court, including
15 *Gallion v United States*, 772 Fed.Appx. 604 (9th Cir. July 8, 2019), *McCurley v. Royal Seas*
16 *Cruises, Inc.*, (9th Cir. April 5, 2022) 2022 WL 1012471, *Smith v. LoanMe, Inc.*, 11 Cal.5th 183
17 (Cal. S.Ct. 2021), *Guzman v. Polaris Industries Inc.*, 49 F.4th 1308 (9th Cir. 2022), *Guzman v.*
18 *Polaris Industries, Inc.*, 2022 WL 4547785 (9th Cir. Sept. 29, 2022), *Loyhayem v. Fraser*
19 *Financial and Insurance Services, Inc.*, 7 F.4th 1232 (9th Cir. 2021); *Monzon v. Atlantic Credit*
20 *& Finance, Inc.*, 2021 WL 3909709 (Ct. App. 2nd Dist., Cal. Sept. 1, 2021); *Soliman v. Subway*
21 *Franchisee Advertising Fund Trust, Ltd.*, 999 F.3d 828 (2nd Cir. 2021), and *Hagey v. Solar*
22 *Service Experts, LLC*, 2023 WL 5602365 (Ct. of App., 4th D, Div. 3, Cal. Aug. 30, 2023).
23 Currently I am working on five active appeals cases, all of which are in representative and/or
24 class actions. I have assisted in briefing on two United States Supreme Court cases and been the
25 primary author of Amicus briefs to the US. Supreme Court, as well as multiple comments to
26 federal regulators including the FCC for advancement of consumer privacy rights.

27 64. *McCurley* involved a certified TCPA class action in which we lost summary
28 judgment on a classwide basis. I was able to reverse that decision, as the chief brief author of the

1 appellate briefing, as well as handling oral argument. I have certified over a dozen TCPA class
2 actions, many of which by contested motion. I have certified other consumer privacy class actions
3 as well, including cases under CIPA, the FCRA, and other consumer privacy statutes. I was also
4 co-lead counsel on the \$100 million Doordash wage and hour class action settlement. It is this
5 level of experience for both myself and Mr. Friedman that enabled the firm to undertake the
6 instant matter and to successfully combat the resources of the Defendant and their capable and
7 experienced counsel.

8 65. The Law Offices of Todd M. Friedman has served as plaintiffs' counsel in at least
9 the following class actions involving various wage and hour and consumer rights claims where a
10 settlement was reached on a class-wide basis and has achieved more than \$300,000,000 in class-
11 wide relief:

- 12 a. *Dancer v. L.A. Times*, BC472154 (L.A. Superior Court) (common fund class-
13 wide settlement of \$3 million to \$4 million; final approval granted);
- 14 b. *Couser v. Comenity Bank*, 3:12-cv-02484-MMA-BGS (S.D. Cal.) (\$8.475
15 million class-wide settlement achieved; final approval granted);
- 16 c. *Stemple v. QC Financial Services Group of California, Inc.*, 3:12-cv-01997-
17 CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent
18 class-wide settlement of \$1.5 million achieved; final approval granted);
- 19 d. *Couser v. Apria Healthcare, Inc.* 8:13-cv-00035-JVS-RNB (C.D. Cal.)
20 (common fund class-wide settlement of \$400,000 to \$750,000; final approval
21 granted);
- 22 e. *Abdeljalil v. General Electric Capital Corporation*, 12-CV-02078-IEG-RBB
23 (S.D. Cal.) (class-wide settlement with common fund of \$6.125 million
24 achieved; final approval granted);
- 25 f. *Fox v. Asset Acceptance*, 3:13-CV-00922-DMS-BGS (S.D. Cal.) (common
26 fund of \$1 million in class-wide relief achieved; final approval granted);
- 27 g. *Friedman v. LAC Basketball Club, Inc.*, 2:13-cv-00818-CBM-AN (C.D. Cal.)
28 (class-wide settlement achieved; final approval granted);

- 1 h. *Gerich et al. v. Chase Bank USA et al.* Case No 1:12-cv-5510 (N.D. Ill.) (class-
2 wide settlement of \$34 million; final approval granted);
- 3 i. *Than Zaw v Nelnet, Inc.*, Penal Code § 632 class – (Achieved class-wide
4 settlement of \$1,188,110; final approval granted);
- 5 j. *Medeiros v HSBC*, (common fund settlement of \$4.5 million - \$6.5 million
6 achieved; final approval granted);
- 7 k. *Ann Fox v. Spectrum Club Holding Company et al.*, Case No. 2:14-CV-06766-
8 PSG-FFMx (class-wide settlement; final approval granted);
- 9 l. *Sayan Aboudi v. T-Mobile USA, Inc.*, Case No. 3:12-cv-02169-BTM-NLS
10 (class-wide settlement in TCPA case, with common fund of \$2.5 million to \$5
11 million and average per class member payment of \$500; final approval
12 granted);
- 13 m. *Andrew Roseman v. BGASC, LLC, et al.*, Case No. EDCV 15-1100-VAP (SPx)
14 (C.D. Cal.) (class-wide relief achieved; final approval granted);
- 15 n. *Everado Gonzalez v The Scotts Company*, Case No. BC577875, Consolidated
16 with Case No: BC570350 (LASC) (class-wide settlement of \$925,000 in wage
17 and hour class action on behalf of approximately 603 employees achieved;
18 final approval granted);
- 19 o. *Payton v Luxe Valet*, Case No. BC588462 (LASC) (\$2.4 million class-wide
20 settlement on behalf of 1,800 employees misclassified as independent
21 contractor; final approval granted);
- 22 p. *Shelby v Two Jinn, Inc.*, Case No. 2:15-cv-03794-AB-GJS (C.D. Cal.) (EFTA
23 class action involving no cognizable actual damages, with company net worth
24 of \$25 million, settled for non-reversionary common fund of \$457,000, despite
25 liability under 15 U.S. Code § 1693m(a) likely being only \$250,000; zero
26 objections; final approval granted);
- 27 q. *Couser v Dish One Satellite*, Case No. 5:15-cv-02218-CBM-DTB (C.D. Cal.)
28 (TCPA class action; final approval granted);

- 1 r. *Couser v Dish One Satellite*, Case No. RIC 1603185 (Riverside S.C.) (Penal
2 Code 632 class action; final approval granted);
- 3 s. *De La Paz v Accurate Courier NCA LLC*, Case No. 16CV00555 (Santa Cruz
4 County Superior Court) (PAGA and Labor Code class action; final approval
5 granted);
- 6 t. *Ross v Zurixx LLC*, Case No. 34-2016-00190874 (Sacramento SC) (UCL, FAL
7 and CLRA class action alleging false advertising for real estate educational
8 courses, non-reversionary common fund settlement for over \$600 per class
9 member; final approval granted);
- 10 u. *Eubank v Terminix International, Inc.*, Case No. 3:15-cv-00145-WQH-JMA
11 (PAGA settlement reached in wage and hour action on behalf of pest control
12 technicians; final approval granted);
- 13 v. *Holland v Tenet Healthcare Corporation*, Case No. 15CVP0226 (Superior
14 Court of San Luis Obispo County) (PAGA settlement reached in wage and
15 hour action on behalf of nurses; final approval granted);
- 16 w. *Jonathan Weisberg, v. HD Supply, Inc.*, Case No. 15-cv-08248-FMO (MRWx)
17 (class-wide settlement in TCPA class action, settled for \$1.225 million; final
18 approval granted);
- 19 x. *Miler v Pacific Auto Wash Partners*, Case No. 30-2015-00813013-CU-OE-
20 CXC (wage and hour class action; final approval granted);
- 21 y. *Sonia Barrientos v Law Office of Jeffrey H. Jordan*, Case No. 2:15-cv-06282-
22 JAK-GJS (FDCPA/RFDCPA letter class action, settled on class wide basis;
23 final approval granted);
- 24 z. *Tahmasian v Midway Rent A Car*, Case No. 30-2015-00813013-CU-OE-CXC
25 (LASC) (PAGA and Labor Code class action; final approval granted);
- 26 aa. *Craig Cunningham v Lexington Law Firm*, Case No. 1:17-cv-00087-EJF (N.D.
27 UT) (TCPA class action MDL involving solicitation prerecorded voice calls
28 made by a third party, vicarious liability alleged; final approval granted).

1 bb. *Sheena Raffin v Mediacredit, Inc.*, et al., Case No. 2:15-cv-04912-MWF-PJW
2 (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by Hon. George H.
3 King Ret under Rule 23(b)(2) and (b)(3) by contested motion on behalf of
4 11,000 class members whose calls were recorded without knowledge or
5 consent, settled for \$5 million; final approval granted);
6 cc. *Fernandez v Reliance Home Services, Inc.* Case No. BC607572 Los Angeles
7 Superior Court (wage and hour plus PAGA class action; final approval
8 granted);
9 dd. *Anne Wolf v Hewlett Packard Company*, Case No. 5:15-cv-01221-TJH-GJS
10 (C.D. Cal.) (CLRA class action certified by contested motion on behalf of tens
11 of thousands of consumers who purchased printer that was falsely advertised
12 to include Smart Install feature, settled on a wider multi-state, multi-product
13 basis; final approval granted);
14 ee. *Jaylinda Girardot et al v. Bail Hotline Bail Bonds, Inc.*, Case No. BC700131
15 Los Angeles County Superior Court (wage and hour plus PAGA class action;
16 final approval granted);
17 ff. *Ryoo Dental, Inc. v OCO Biomedical, Inc.*, Case No. 8:16-cv-01626-DOC-
18 KES (TCPA fax blast class action, settled on class-wide basis; final approval
19 granted);
20 gg. *Wondra Curtis v The Anthem Companies, Inc.*, Case No. 8:16-cv-01654-DOC-
21 JCG (wage and hour class action for off the clock work, settled on class-wide
22 basis; final approval granted);
23 hh. *Weinberg v Clarient, Inc.* Case No. 56-2017-00494914-CU-NP-VTA Ventura
24 County Superior Court (Rosenthal Fair Debt Collection Practices Act class
25 action settled on behalf of 1,830 class members for privacy infringements
26 through clear envelope debt collection letters; final approval granted);
27 ii. *Aliav v Sunset Eats, LLC*, Case No. BC655401 Los Angeles Superior Court
28 (false advertising class action on behalf of approximately 10,000 consumers,

settled on class-wide basis; final approval granted);

jj. *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-CAS-KK (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by contested motion under Rule 23(b)(2) and (b)(3) on behalf of class members whose calls were recorded without knowledge or consent; final approval granted);

kk. *Mark Silva v. Olson and Co. Steel*, Case No. 17CV001045 (Contra Costa County Superior Court) (wage and hour class action settled on behalf of 563 class members, final approval granted);

ll. *Cohen v. Coca-Cola Refreshments, USA, Inc.*, Case No. 2:19-cv-04083-JAK (PLAx) (C.D. Cal.) (wage and hour class action settlement on behalf of trucking employees; preliminary approval granted);

mm. *Manopla v. Home Depot USA, Inc.* Case No. 15-1120 (D. N.J.) (TCPA class action; final approval granted);

nn. *Cawthorne v Rush Truck Centers of California, Inc.* Case No. 5:17-cv-01541-JGB-SP (wage and hour class action on behalf of 560 employees; final approval granted);

oo. *Lizama v Medical Data Systems, Inc.* Case No. 34-2017-00210986-CU-NP-GDS (Sacramento County Superior Court) (Penal Code 632.7 class action alleging illegal call recording, settled for \$2.2 million on behalf of over 30,000 consumers, final approval granted);

pp. *Romano v SCI, Inc.* Case No. 2:17-cv-03537-ODW-JEM (wage and hour class action for independent contractor misclassification, settled for \$2.5 million on behalf of 230 employees, final approval granted);

qq. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-E (C.D. Cal.) (TCPA class action certified on behalf of approximately 2,000,000 class members under Rule 23(b)(2) and 23(b)(3), subsequently settled on a Rule 23(b)(2) and 23(b)(3) basis, final approval granted);

1 rr. *Walsh v Fry's Electronics, Inc.* Case No. MSC18-01681 (Contra Costa County
2 Superior Court) (Gift Card Act, CLRA, UCL, FAL class action settled for
3 class-wide public injunctive relief; final approval granted);
4 ss. *In RE HP Firmware Update Litigation*, Case No. 5:16-cv-05820-EJD (N.D.
5 Cal.) (co-lead class counsel in consolidated Unfair Competition class action
6 alleging HP pushed a firmware update on consumers' printers that blocked
7 their ability to use third party ink cartridges, preliminary approval granted;
8 final approval granted);
9 tt. *Nishimoto v T&S Business Corporation*, Case No. 34-2017-00211426
10 (Sacramento County Superior Court) (wage and hour and PAGA class action
11 on behalf of janitorial workers; final approval granted);
12 uu. *Rodriguez v. Experian Information Solutions, Inc. et. al.* Case No. 2:15-cv-
13 01224-RAJ (W.D. Wash.) (FCRA class action for improper credit pulls;
14 certified under Rule 23 by contested motion, and settled on class-wide basis,
15 final approval granted);
16 vv. *Ahmed v HSBC Bank USA*, Case No. 5:15-cv-02057-FMO (SPx) (C.D. Cal.)
17 (TCPA class; final approval granted);
18 ww. *Garcia et. al. v. HMS Host, Inc.*, Case Jo. 17-cv-03069-RS (N.D. Cal.)
19 (wage and hour class action, final approval granted);
20 xx. *Aiken v. Malcolm Cisneros, A Law Corporation*, Case No. 5:17-cv-02462-
21 JLS-SP (C.D. Cal.) (Fair Debt Collection Practices Act class action, settled on
22 class wide basis, preliminary approval granted);
23 yy. *Bonilla, et al. v. Windsor Fashion, LLC*, Case No. CIVDS1723088 (wage and
24 hour class action settled on behalf of over 5,000 employees, final approval
25 granted);
26 zz. *Medina v. Enhanced Recovery Company, LLC*, Case No. 2:15-cv-14342-
27 JEM/MAYNARD (S.D. Fla.) (TCPA class settlement common fund of
28 \$1.45M, final approval granted);

1 aaa. *Pena v. John C Heath Attorney at Law, PLLC*, Case No. 1:18-cv-24407-
2 UU (S.D. FL.) (consolidated TCPA class action, final approval granted);
3 bbb. *Griffey v. TA Operating, LLC*, Case No. CIVDS1907259 (San Bernardino
4 County Superior Court) (PAGA settlement \$390,000; final approval granted);
5 ccc. *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-
6 00022411-CU-MT-CTL (San Diego County Superior Court) (Confidentiality
7 of Medical Information Act, Cal. Civ. Code § 56, *et seq.* class settlement; final
8 approval granted);
9 ddd. *Chavis v. Three Group, Inc.*, Case No. 18STCV08737 (Los Angeles
10 County Superior Court) (wage and hour PAGA settlement on behalf of dancers
11 alleging contractor misclassification; final approval granted);
12 eee. *Fabricant v. AmeriSave Mortgage Corporation*, Case No. 2:19-cv-04659-
13 AB-AS (C.D. Cal.) (\$6.25 million common fund TCPA class action
14 settlement, final approval granted);
15 fff. *Nizam v Phiadon International USA, Inc.*, Case No. CGC-20-582322 (San
16 Francisco Superior Court) (wage and hour misclassification class action
17 settlement, preliminary approval granted);
18 ggg. *Western Dental Wage and Hour Cases*, JCCP No. 5079 (County of
19 Sacramento) (consolidated JCCP wage and hour class action settlement,
20 LOTMF acted as lead liaison counsel on behalf of dental employees, final
21 approval granted);
22 hhh. *Barron v Paragon Building Maintenance, Inc.*, Case No. BC713754 (Los
23 Angeles Superior Court) (wage and hour class action settlement on behalf of
24 janitorial employees, final approval granted);
25 iii. *Randolph v. Amazon.com LLC et. al*, Case No. 37-2017-00011078-CU-OE-
26 CTL (San Diego County Superior Court) (wage and hour class action
27 settlement on behalf of delivery drivers, final approval granted);
28 jjj. *Barnett v Trigram Education Partners, LLC*, Case No. ESX-L-006106-20

(N.J. Superior Court county of Essex) (wage and hour class action settlement on behalf of university employees, preliminary approval pending);

kkk. *Dilworth v Hong Holdings, LLC* Case No. 19STCV24101 (Los Angeles Superior Court) (consolidated wage and hour class action settlement on behalf of gas station employees, final approval granted);

lll. *Winters v Two Towns Ciderhouse, Inc.* Case No. 20-cv-00468-BAS-BGS (S.D. Cal.) (nationwide false advertising class action settlement on behalf of consumers who purchased mislabeled products, final approval granted);

mmm. *Mansour v. Bumble, Inc.*, Case No. RIC1810011 (Riverside Superior Court) (Largest Unruh Act class settlement in the history of statute, \$70M in classwide benefits on behalf of 2 million consumers; final approval granted);

nnn. *Caldera v. American Medical Collection Association*, (C.D. Cal.) Case No. 2:16-cv-00381-CBM-AJW (TCPA class action certified by contested motion, settled on classwide basis out of bankruptcy proceeding, final approval granted);

ooo. *Hale v. Mana Pro Products, LLC*, Case No. 2:18-cv-00209-KJM-DB (E.D. Cal.) (false advertising class action, final approval granted);

ppp. *Martinez v Mattucini Plumbing, Inc.*, Case No. 18TRCV00133 (Los Angeles Superior Court) (wage and hour class action settlement on behalf of plumbers, final approval granted);

qqq. *El Nasleh v. California Spaghetti Restaurants, Inc.*, Case No. CIVDS1812587 (San Bernardino County Superior Court) (consolidated wage and hour class action settlement on behalf of restaurant employees settled for \$1.5M, preliminary approval pending);

rrr. *Vaccaro v Super Care, Inc.*, Case No. 20STCV03833 (Los Angeles Superior Court) (CIPA class action settlement on behalf of over 50,000 consumers, final approval granted);

sss. *Vaccaro v Delta Drugs II, Inc.*, Case No. 20STCV28871 (Los Angeles

1 Superior Court) (CIPA class action settlement on behalf of consumers,
2 preliminary approval granted);
3 tt. *Marko, et al. v. Doordash, Inc.*, Case No. BC659841 (Los Angeles County
4 Superior Court) (First-filed and co-lead counsel in consolidated gig economy
5 misclassification class action on behalf of delivery drivers, secured \$100
6 million common fund settlement, largest gig economy class settlement to date;
7 final approval granted);
8 uu. *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829 (Los
9 Angeles County Superior Court) (certified class by contested motion under
10 Credit Repair Organization Act, California Credit Services Act and Federal
11 Credit Repair Organization Act, preliminary approval pending);
12 vv. *Shankula v Ticketsale.com LLC*, Case No. 2022LA000282 (Dupage
13 County Illinois) (nationwide class action settlement on behalf of ticket
14 purchasers affected by COVID postponements and cancellations, final
15 approval granted);
16 ww. *Furman v Set and Services Resources, LLC*, Case No. 20CI000012
17 (Tehama County Superior Court) (wage and hour class action, final approval
18 granted);
19 xx. *Furman v ONP Snow Mountain LLC*, Case No. 21CI000138 (Tehama
20 County Superior Court) (wage and hour class action, final approval granted);
21 yy. *Lopez v Motel 6 Operating, L.P.*, Case No. 56-2020-00542312-CU-OE-
22 VTA (Ventura County) (wage and hour class action on behalf of hotel workers,
23 final approval granted);
24 zz. *Fabricant v Top Flight Financial, Inc.* Case No. 20STCV13837 (Los
25 Angeles) (CIPA class action on behalf of recorded consumers, final approval
26 granted);
27 aaa. *Wolf v The Oaks Hotel Paso Robles, Inc.*, Case No. 19CVP-0080 (San Luis
28 Obispo County Superior Court) (wage and hour class action on behalf of non

1 exempt hotel employees, final approval granted);
2 bbbb. *Walsh v. B.P. Products North America, Inc.*, Case No. MSC21-00119
3 (contra costa county) (gift card act class action, final approval granted);
4 cccc. *Toste v Path Ventures*, Case No. 19STCV45845 (Los Angeles Superior
5 Court) (wage and hour class action on behalf of non-exempt homeless shelter
6 employees, final approval granted);
7 dddd. *Almazan v Botanx LLC*, Case No. 30-2020-01122459-CU-OE-CXC
8 (Orange County Superior Court) (wage and hour class action on behalf of non-
9 exempt homeless shelter employees, preliminary approval granted);
10 eeee. *Maynor v Western Refining Retail, LLC*, Case No. CIVSB2209052 (San
11 Bernardino Superior Court) (wage and hour class action on behalf of gas
12 station employees, final approval granted);
13 ffff. *Azzam v U.S. Telepacific Corp.*, Case No. 20STCV13325 (Los Angeles
14 Superior Court) (PAGA case on behalf of nonexempt employees, approval
15 granted);
16 gggg. *Hernandez v Bamboo Couriers, Inc.* Case No. 30-2021-01192697-CU-OE-
17 CXC Orange County Superior Court (wage and hour class action on behalf of
18 delivery drivers for Amazon contractor, preliminary approval pending);
19 hhhh. *Carter v. Osmose Utilities Services, Inc.*, Case No. CIVSB2131260 (San
20 Bernardino Superior Court) (wage and hour class action on behalf of
21 telecommunications workers, final approval granted);
22 iiiii. *Serrano v Open Road Delivery Holdings Inc.*, Case No. 2:22-cv-07245-SB-AS
23 (TCPA Class Action on behalf of 1,700 Class Members settled for \$400,000,
24 final approval granted);
25 jjjj. *Bell v Redfin Corporation* Case No. 3:20-cv-02264-AJB-SBC (S.D. Cal.) (\$3
26 million settlement in wage and hour class action on behalf of real estate agents
27 who were allegedly misclassified, final approval granted.
28 kkkk. *Tran v Sprouts Farmers Market, Inc.* Case No. 22STCV26572 (FACTA

1 class action settled for \$5 million, preliminary approval pending);
2 III. *S.C. v. Buddi US LLC*, Case No. SACV 20-01370 (C.D. Cal.) (Consumer
3 privacy class action settled for \$500,000, final approval granted September 17,
4 2024);
5 mmmm. *Grey v. Pacific Coast Logistix*, Case No. 23CV425509 (Santa Clara
6 County) (Wage and hour class action settled for \$350,000).

7 66. My office has extensive class action experience, including in wage and hour class
8 actions such as this. We have been lead counsel, or co-lead counsel in five eight figure class action
9 settlements, and were lead counsel over the *Marko v DoorDash* action, the largest gig economy
10 employment class action settlement to date. We have certified roughly a dozen class actions by
11 contested motion. We have been appointed interim lead class counsel in a number of consolidated
12 class actions that are currently pending. We have litigated and prevailed in a number of appellate
13 decisions in the California Court of Appeal, Eleventh Circuit, Second Circuit, and Ninth Circuit
14 in cases involving class claims, as well as assisting with briefing in two class actions before the
15 United States Supreme Court. I drafted the writ, was the chief drafter of the briefing, and argued
16 an important class action before the California Supreme Court concerning the California Invasion
17 of Privacy Act in *Smith v. LoanMe, Inc.*, 11 Cal.5th 183 (Cal. S. Ct. April 1, 2021). Prior to the
18 appeal, we successfully petitioned for review, despite there being no split in appellate authority
19 at the time. The unanimous decision of the Supreme Court fully and overwhelmingly sided with
20 our position.

21 67. We have been appointed class counsel in dozens of wage and hour class actions,
22 including acting as lead counsel in several consolidated cases and JCCP cases. *See Payton v Luxe*
23 *Valet*, Case No. BC588462 (LASC); *Romano v. SCI, Inc.* Case No. 2:17-cv-03537-ODW-JEM;
24 *Chavis v. Three Group, Inc.*, Case No. 18STCV08737. *Payton* involved gig economy
25 misclassification claims, pre-*Dynamex*, and we were able to resolve the case on favorable terms
26 for the class and approved as class counsel. *Chavis* involved misclassification on behalf of
27 dancers and was resolved as a PAGA claim, with approval granted. *Romano* was heavily litigated,
28 through multiple motions to dismiss and a summary judgment motion, and involved three class

1 certification motions (one of which post-dated *Dynamex*), as well as a second action filed by my
2 office on behalf of another class representative, which was thereafter consolidated, before it was
3 finally settled on a class-wide basis. The case involved the misclassification of outside
4 salespersons and involved both class and PAGA claims. The settlement was approved over
5 objections. We were also co-lead counsel on a \$100 million mega settlement recently approved
6 by Judge Hogue in the *Marko v Doordash* independent contractor misclassification case, in which
7 we were first-filed.

8 68. My firm also certified the following cases as class actions by contested motion and
9 was appointed class counsel. I wrote the certification briefs for the majority of these cases:

- 10 a. *Anne Wolf v. Hewlett Packard Company*, Case No. 5:15-cv-01221-TJH-GJS (C.D.
11 Cal.) (class action certified by contested motion on behalf of tens of thousands of
12 class members who purchased printer that was falsely advertised to include Smart
13 Install feature);
- 14 b. *Caldera v. American Medical Collection Association*, Case No. 2:16-cv-00381-
15 CBM-AJW (C.D. Cal.) (TCPA class action certified by contested motion);
- 16 c. *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-CAS-KK
17 (C.D. Cal.) Cal. Penal Code § 632.7 class action certified under Rule 23(b)(2) and
18 (b)(3) on behalf of class members whose calls were recorded without knowledge or
19 consent);
- 20 d. *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-00022411-CU-
21 MT-CTL (San Diego County Superior Court) (Confidentiality of Medical
22 Information Act, Cal. Civ. Code § 56, *et seq.*);
- 23 e. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-E (C.D. Cal.)
24 (TCPA class action certified on behalf of approximately 2,000,000 class members
under Rule 23(b)(2) and 23(b)(3));
- 25 f. *Rodriguez v. Experian Information Solutions, Inc., et al.*, Case No. 2:15-cv-01224-
26 RAJ (W.D. Wash.) (FCRA class action for improper credit pulls; certified under Rule
27 23);
- 28 g. *Sheena Raffin v. Medcredit, Inc., et al.*, Case No. 2:15-cv-04912-MWF-PJW (C.D.

1 Cal.) (Cal. Penal Code § 632.7 class action certified by Hon. George H. King Ret.
2 under Rule 23(b)(2) and (b)(3) on behalf of class members whose calls were recorded
3 without knowledge or consent);

4 h. *Stemple v. QC Financial Services Group of California, Inc.*, Case No. 3:12-cv-01997-
5 CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent class-
6 wide settlement);

7 i. *Abdeljalil v. General Electric Capital Corporation*, Case No. 12-CV-02078-IEG-
8 RBB (S.D. Cal.) (certified class achieved by motion, and subsequent class-wide
9 settlement);

10 j. *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829 (Los Angeles
11 County Superior Court) (certified class under Credit Repair Organization Act,
12 California Credit Services Act and Federal Credit Repair Organization Act);

13 k. *Noohi v Johnson & Johnson Consumer, Inc.*, Case No. 2:20-cv-03575-TJH-JEM
14 (Central District Cal.) (false advertising mislabeling class action certified on behalf
15 of purchasers of oil free face moisturizer, alleging product contained oils);

16 l. *Bazarganfard, et al. v. Club 360 LLC, et al.*, Case No. 2:21-cv-02272-CBM-PLAx
17 (C.D. Cal.) (EFTA class action certified on behalf of a class of gym members,
18 alleging unauthorized electronic funds transfers during Covid-19 pandemic);

19 m. *Guzman, et al. v. Polaris Industries, Inc., et al.*, Case No. 8:19-cv-01543-FLA
20 (KESx) (C.D. Cal.) (false advertising class action certified on behalf of purchasers of
21 utility vehicles alleging that advertisements regarding vehicles' rollover protection
22 capabilities were inaccurate);

23 n. *Berlanga v. Polaris Industries, Inc.*, Case No. 2:23-cv-01543-FLA (KESx) (C.D.
24 Cal.) (false advertising class action certified on behalf of purchasers of utility vehicles
25 alleging that advertisements regarding vehicles' rollover protection capabilities were
26 inaccurate).

26 **Damage and Risk Analysis**

27 69. The Settlement provides meaningful relief to absent Class Members. The Claims
28 Administrator will send checks to each Participating Class Member for the amount of his or her
Individual Class Payment and each Aggrieved Employee his or her Individual PAGA Payment.

1 Assuming 100% participation and with an average pre-tax estimated payment, those Participating
2 Class Member will receive on average \$125.66. This average payment was calculated by taking
3 the current estimate of the Net Settlement Amount (\$117,500), inclusive, and dividing it equally
4 between 935 Class Members ($\$117,500/935 = \$125.66$). This settlement also represents an
5 average payment of \$2.69 per workweek ($\$117,500.00/4265 = \$2.69$). I believe it is fair and
6 reasonable as the claims for Class Members are substantively similar, despite the rate of pay
7 differences (which are minimal) and given that this is reflective of the damages each individual
8 would be entitled to at trial on average as a result therefrom.

9 70. I stand fully behind the damages analysis that my office conducted which formed
10 the basis for the parties' negotiated settlement.

11 71. In conducting settlement discussions, for the Class and PAGA periods, Defendants
12 provided the total number of Class Members, Aggrieved Employees, workweeks at issue, and
13 average rates of pay. Defendants also produced employee handbooks and policies.

14 72. Plaintiff, through counsel, estimated Defendants' potential exposure in this case
15 by using records provided by Defendants in discovery and in the course of the mediation.
16 Defendants provided copies of all policies and procedures documents relating to timekeeping,
17 payroll, breaks, as well as information about the system used to keep track of time, and also
18 provided information regarding practices as to breaks, as well as legal theories regarding possible
19 defenses to merits and certification issues. This information, along with the experiences of
20 Plaintiff, were used to prepare the damages analysis used at mediation.

21 73. In advance of the mediation, I personally conducted a damages analysis of the
22 class members. I prepared this analysis by interviewing my client extensively about his
23 experiences, and also by reviewing the records provided by Defendant. After reviewing the
24 production, and discussing the case with my client, there arose numerous theories of liability,
25 each of which were fully investigated and damage calculations were made for each of these
26 avenues.²

27 _____
28 ² Several legal and factual theories were investigated in addition to those theories described herein, but they either did not pan out factually or legally, or resulted in such de minimis damages that they were not the subject of negotiations at mediation.

1 74. My client Mr. Thomas, in his capacity working for Defendant, was intimately
2 familiar with the experiences of her co-workers, acting as my eyes and ears, and providing
3 trustworthy accounts and estimates of the amount of time it realistically took to accomplish these
4 off the clock tasks on an average basis. I also spoke to other class members, who expressed
5 similar experiences.

6 75. There were four general buckets of alleged liability in the case:
7 a. Class members were not paid for all time worked, including travel;
8 b. Class Members did not receive duty free meal and rest breaks;
9 c. Class Members were not paid any overtime or double time; and
10 d. Derivative penalties under a variety of Labor Code sections, including
11 PAGA.

12 76. Throughout investigation and leading up to mediation, which included both formal
13 and informal discovery, several factual and legal defenses arose which made it clear that there
14 were substantial risks with the theories upon which we were pursuing the case, both to merits and
15 certification issues.

16 77. Defendants would take the position that under *Brinker Restaurant Corp. v.*
17 *Superior Court*, 53 Cal.4th 1004 (2012), it merely needed to provide a meal or rest break, which
18 it did through its policies. Determining whether a break was adequately provided or not to any
19 given employee, according to Defendants, would be an individualized inquiry, which necessitated
20 looking at the circumstances of why they took a late or short break, or not one at all. Defendants
21 would argue that such circumstances defeated class certification under the predominance
22 standard. Thus, there was a strong procedural defense to class certification on the break claims
23 as well, which also was a merits defense. And while we could raise arguments, it would ultimately
24 come down to the discretion of a trial court, which is not a position I like being in when it comes
25 to taking risks with the rights and money of absent class members.

26 78. We as Class Counsel, had to make an informed calculated decision about how to
27 balance these risks. Informed and very well-established wage and hour class action lawyers who
28 have overseen some of the largest class action settlements in California wage and hour history,

1 with the help of a neutral mediator who has firsthand experience with these types of cases, made
2 an informed decision. The mediation had to be resolved by a mediator's proposal. It was a hard-
3 fought negotiation that resulted in a fair settlement.

4 79. All of the remainder of the claims carried risk based on their derivative nature,
5 which are further described below.

6 *Potential Class Damages*

7 80. Prior to mediation, my office ran calculations for what we believed to be the
8 maximum potential recoverable damages. Based on these calculations, my office determined the
9 potential recoverable amount of approximately \$4,120,000 for all of the claims at issue in the case
10 for the Class. However, a substantial reduction of this figure was warranted for a number of
11 reasons. I believe a more realistic figure that is realistically achievable would have been
12 \$928,000. All of our calculations were based on a production of documents, data, metrics and
13 other information from Defendant, combined with our discussions with class members about their
14 experiences, and an assessment of the legal claims at issue under our damages theories.

15 81. For unpaid meal and rest break premiums, my office calculated a maximum
16 possible amount, assuming one violation per day, of \$800,000. This was not reflective of the
17 actual damages suffered for the Class, but rather, represented an outcome that was likely if we
18 certified the class, and also won on the merits as to both meal and rest breaks, and there was a
19 violation of both laws every single day for every employee. Manual reviews of time records
20 showed a violation rate much lower. However, it was evident in discussing the matter during
21 mediation and with Defendant that not every Class Member experienced the same meal and rest
22 break violations that Plaintiff did, casting doubt on the exact accuracy of this figure. Realistically,
23 obtaining half of this figure would be a more likely outcome at trial, assuming *arguendo* we could
24 prevail.

25 82. There were no other substantive Labor Code claims in the case, as the remaining
26 claims were all derivative of meal and rest break violations.

27 83. Wage Statement claims under Labor Code § 226 were calculated at \$440,000
28

1 84. My office calculated § 203 damages at approximately \$2 million, but this figure
2 assumes both that every employee was owed lost wages, that meal and rest break premiums are
3 wages, and that the circumstances satisfied the willfulness standard. In my opinion, certifying
4 this claim *and* winning on willfulness would have been a long shot. Defendant had policies and
5 procedures for providing meal and rest breaks that were facially compliant with the law, and the
6 incidents of violations were sporadic. It would be incredibly challenging to win this claim.
7 Therefore, this figure did not significantly factor into my fairness analysis for the Class. That is
8 not to say that I did not place value on it, merely to say that realistically speaking, it was not the
9 primary focus of negotiations.

10 85. PAGA damages were calculated at approximately \$880,000. We considered these
11 damages as a factor in settlement but I believe reductions are warranted because the violations
12 were generally not predatory in nature. I believe PAGA damages would likely have been reduced
13 by as much as 90% at trial if we prevailed based on my assessment of the facts, the size of
14 Defendant's operation, the nature of the violations, as well as my review of PAGA judgments
15 where Courts have reduced full penalties. In fact, based on the *Carrington v Starbucks* case, a
16 case very similar to this matter in terms of violations and legal claims, a reduction of up to 98%
17 might have been considered appropriate by the Court at trial. This is the non-stacking penalty,
18 because there was only one primary legal claim - breaks. I have found at mediation that stacking
19 PAGA penalties with small employers is not an effective or realistic tool to achieving settlement
20 and courts in my experience rarely grant stacked penalties in any event.

21 86. In sum, the maximum damages that could likely have been substantiated at trial
22 by Plaintiff on behalf of the Class would be approximately \$4,120,000. However, a substantial
23 reduction of this figure was warranted for a number of reasons, discussed above. I believe a more
24 realistic figure that represents a maximum likely recoverable damage would have been \$928,000,
25 because the 203 penalties were going to be challenging, PAGA penalties would likely have been
26 reduced by 90%, and the meal and rest break damages would have been cut in half, at best.

1 87. Given the substantial risks, I believe the amount recovered in this case, which is
2 (after application of the escalator clause) approximately 25% of the potential likely recovery that
3 Plaintiffs calculated in their damages analysis, is a fair and reasonable outcome for the Class.

4 88. The risks in this case were quite high from a certification standpoint, and merits
5 standpoint. Defendants had arbitration clauses for most of the Class. Certification was
6 challenging based on the written policies and the fact that the experiences of Plaintiff were
7 dependent on what she went through which were in some respects contradicted by the experiences
8 of other Class Members we spoke to. Merits were in flux, and damages would unquestionably
9 be reduced from our soaking wet analysis.

10 89. Adjusting for these risks, I believe an adjusted risk value applied to the maximum
11 likely recoverable damages of 25% is fair and reasonable. For these reasons, the settlement
12 reached is fair and reasonable. Class Members are being compensated now, with no risk of
13 prolonged litigation, and without the risk of getting nothing based on Defendant's good faith legal
14 and factual arguments. Ultimately, Class Members will receive meaningful relief in the form of
15 an average of a \$125.66 payout each, which is in line with—if not better than—other wage and
16 hour class action settlements that I have been a part of, where final approval was granted.³

17 90. The proposed awards of attorneys' fees of 1/3 of the common fund (\$75,000.00)
18 and costs of up to \$10,000.00 are well within the range of reasonableness and warrant this Court's
19 preliminary approval. This is especially so in view of Plaintiff's attorneys' efforts and risks in
20 pursuing this case, and the results achieved (i.e., obtaining a favorable class-wide resolution in
21 the face of a highly uncertain, and ever-evolving, legal landscape as to core issues in this case).
22 Fee awards of one third of the maximum Settlement Fund have been consistently approved as
23 reasonable based on my experience in numerous wage and hour class action matters, which I will
24 describe in greater detail at Final Approval.

25 91. This Court should preliminarily approve the proposed Incentive Award of up to
26 \$10,000.00 to Plaintiff. Here, Plaintiff advanced the interests of the Class by, among other things,

27 _____
28 ³ This figure is calculated as the Net Settlement Amount (i.e., after reductions for attorney's fees, Administrator's fees, and service award—\$117,500), divided by the number of Class Members (935).

1 speaking extensively with counsel on numerous occasions to help identify and develop the claims
2 in this case, providing documents pertinent to the claims of the Class Members, participating in
3 the mediation, providing documentation which supported the class action, and carefully reviewing
4 the Settlement and related documents. Plaintiffs also risked being required to pay Defendant's
5 costs if this action had been unsuccessful. Further, Plaintiff took the personal risks of potentially
6 facing intrusive discovery and disclosure to future employers that he sued a former employer after
7 ten years of employment, making his future uncertain—especially for purposes of finding future
8 job positions. Finally, Plaintiff is agreeing to a much broader release of claims than other Class
9 Members. Plaintiff attended mediations and discussed the case extensively with counsel, as well
10 as having provided many of the documents used to convince Defendant to mediate the matter.

11 92. The difficulties inherent in certifying the class and then prevailing on the merits to
12 recover these damages for Class Members, in addition to the years of litigation both would require
13 and the only-marginally-better results projected, clearly favor settlement over continuing to
14 litigate.

15
16 I declare under penalty of perjury under the laws of California and the United States that
17 the foregoing is true and correct. Executed in Orange, California, on November 4, 2025.

18
19
20
21
22
23
24
25
26
27
28



Adrian R. Bacon

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

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Steven Thomas (“Plaintiff”) and defendants (1) United Boys & Girls Club Santa Barbara, (2) Boys & Girls Clubs of the Central Coast; and (3) Boys & Girls Clubs of South San Luis Obispo County (respectively, “UBGCSB”, “BGCCC”, and BGCSSLO”; collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Steven Thomas v. Boys & Girls Club of South San Luis Obispo, et al.*, Santa Barbara Superior Court Case No. 24CV03448, initiated on June 18, 2024, and pending in Superior Court of the State of California, County of Santa Barbara.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt employees who are or were employed by Defendants in California during the PAGA Period.
- 1.5. “Class” means all non-exempt employees who are or were employed by Defendants in California during the Class Period.
- 1.6. “Class Counsel” means Todd M. Friedman, Gerardo Sosa, and Adrian Bacon of the Law Offices of Todd M. Friedman, P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods

and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from June 18, 2020 until the date of Preliminary Approval.
- 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Santa Barbara.
- 1.16. "Defense Counsel" means (1) for BGCCC, Rafael Gonzalez and Christina Behrman of Mullen & Henzell LLP; (2) for BGCSSLO, Paul J. Bauer of Sagaser, Watkins & Wieland, PC; and (3) UBGCSB, Dina Glucksman, Alexander K. Spellman, and Jiaying Chen of Gordon Rees Scully Mansukhani, LLP.
- 1.17. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. "Gross Settlement Amount" means Two-Hundred-Twenty-Five-Thousand-Dollars and Zero Cents (\$225,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, Administration Expenses Payment, and employment and payroll taxes (but excluding employer's share of payroll taxes for the Wage Portion of the Net Settlement

Amount, which will be paid by Defendants separately).

- 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, excluding any pay periods the Aggrieved Employee was out of work on a leave of absence or other pay periods constituting time off work.
- 1.30. "PAGA Period" means the period from June 18, 2023 to the date of the Court's order granting preliminary approval.
- 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. "PAGA Notice" means Plaintiff's June 18, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. "PAGA Penalties" means the total amount of \$10,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, which will be allocated 25% to the Aggrieved Employees (\$2,500) and 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.35. “Plaintiff” means Steven Thomas, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.40. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, representatives, and agents during the Class Period and their respective predecessors, successors, parents, assigns, subsidiaries, and affiliates.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during which a Class Member worked for Defendants for at least one day as a non-exempt, hourly employee in California during the Class Period, excluding weeks the Class Member was out of work on a leave of absence or other payroll weeks constituting time off work.

2. RECITALS.

- 2.1. On June 18, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) failing to provide accurate wage statements; (2) failing to pay all wages owed upon termination; (3) failure to provide meal periods; (4) failure to provide rest breaks; and (5) violation of California Business and Professions Code sections 17200 *et seq.* (the “Initial Complaint”). On October 1, 2024, Plaintiff filed a First Amended Complaint adding an action under the Private Attorneys General Act (“PAGA”). Defendants deny the allegations in the Initial Complaint and First Amended Complaint, deny any failure to comply with the laws identified in in the Initial Complaint and denies any and all liability

for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On April 29, 2025, the Parties participated in an all-day mediation presided over by Michael Strauss, Esq., which led to this Agreement to settle the Action. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping and payroll documents for Plaintiff and the Class Members. Counsel for the Parties held several meet and confers regarding the data, as well as discussions concerning the potential scope of the class and various defenses as to liability. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.4. The Court has not granted class certification. For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this conditional certification is appropriate because the Released Claims are being compromised without the need to establish the elements of those claims on which liability turns. The certification of the Settlement Class shall not constitute, in any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial purposes is or would be warranted, appropriate, or proper; or that Plaintiff could establish any of the requisite elements for class treatment of any of the claims in the Action. If the Settlement Agreement is not finally approved by the Court, the Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be automatically vacated, void *ab initio*, of no force or effect, and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Action, or in any other action, have been, are, or can be satisfied. Further, if the Agreement does not reach the Effective Date, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise raise any preliminary approval of the Settlement Class in connection with any later proceeding before the Court.
- 2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$225,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten-Thousand-Dollars and Zero Cents (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (33.33%), which is currently estimated to be Seventy-Five-Thousand-Dollars and Zero Cents (\$75,000.00) and a Class Counsel Litigation Expenses Payment of not more than Ten Thousand Dollars and Zero Cents \$10,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$12,5000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate the following:

- BGCCC
 - 20,240 Workweeks
 - 3,877 PAGA Pay Periods
- BGCSSLO
 - 7,306 Workweeks
 - 1,867 PAGA Pay Periods
- UBGCSB
 - 16,127 Workweeks

○ 3,640 PAGA Pay Periods

- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date. Each respective Defendant (UBGCSB, BGCCC, and BGCSSLO) shall fund a pro-rata share of the Gross Settlement Amount based on their share of the Workweeks that is reported to the Administrator, in respect to the total Workweeks for Defendants for the Class Settlement. In the event that the Escalator Clause is triggered, each respective Defendant shall have the option to either (i) end the Class Period as of the first date that the Workweek count exceeds 15% above their respective Workweek number stated in paragraph 4.1 above; or (ii) increase their pro-rate share of the Net Settlement Amount on a proportional basis above the 15% threshold (e.g., if there was a 18% increase in the number of total workweeks, that sole Defendant shall increase their pro rata share of the Net Settlement Amount by 3%).
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one-hundred-eighty [180] days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved

Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller's Office, Unclaimed Property Division. In the event that a check is undeliverable, uncashed, or otherwise distributed to the State Controller's Office, Unclaimed Property Division, the applicable releases in Section 5 of this Agreement will nevertheless be binding upon the Participating Class Member and/or Aggrieved Employee.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, will be deemed to have fully, finally, and forever settled, released and discharged the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,

nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. 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.”

- 5.1.2 Release by Participating Class Members: Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally and fully release and forever discharge Defendants and the Released Parties from all claims debts, liabilities, rights, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, or causes of action arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or that were ascertained in the course of the Action (the “Class Released Claims”). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys' fees, or litigation costs, including but not limited to claims arising under California Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1198.5, 1199, California Business and Professions Code section 17200, *et seq.*, and any IWC Wage Orders (as codified in the California Code of Regulations). The Class Released Claims include but are not limited to any and all claims involving any “wages owed, including meal and break period wages, penalties or damages for failure to keep accurate records, other penalties under the California Labor Code, and for restitution and injunctive relief” as alleged. Except as set forth above with respect to Plaintiff, 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.

- 5.1.3 Release by Aggrieved Employees and the State of California: All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action (“the PAGA Released Claims”). The PAGA Released Claims

include but are not limited to claims for PAGA penalties arising out of alleged violations of California Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1198.5, 1199 and any IWC Wage Orders (as codified in the California Code of Regulations), any and all claims involving any “wages owed, including meal and break period wages, penalties or damages for failure to keep accurate records, other penalties under the California Labor Code, and for restitution and injunctive relief” as alleged. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendants and the Released Parties any and all claims for PAGA civil penalties arising during the PAGA Period under the Labor Code or IWC Wage Orders that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, or in the PAGA Notice, and/or ascertained in the course of the Action.

5.1.4 Preclusive Effect of Settlement Agreement: Upon the Effective Date and full funding of the Gross Settlement Amount, the terms of this Settlement Agreement and the Judgment are and shall be binding on Plaintiff, Participating Class Members, and Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and on the State of California, and the terms of this Settlement Agreement and the Judgment shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Class Released Claims or PAGA Released Claims as set forth in this Agreement. Notwithstanding any other provision in this Agreement, this Agreement and the Judgment in the Action may be filed in any action against or by Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

6. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; and (iv) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)). In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they

are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.1 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)

used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.2 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.3 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.4 If the Administrator or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address telephone number, signature, and the last four digits of his or her Social Security number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class

Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 At least twenty-one (21) days prior to the Final Approval and Fairness Hearing, the Administrator shall provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify the number of Class Members to whom the Class Notice was sent and the number of Class Members to whom the Class Notice was not delivered, as well as information relating to the number of Requests for Exclusion and objectors. Class Counsel shall file this declaration with the Court.
- 7.5.4 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.5 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks, and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice ("Data Dispute"). The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator shall immediately provide copies of any such Data Disputes to Class Counsel and Defense Counsel. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks, and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the

Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. The objection should include the case name and number and must set forth, in clear and concise terms, a statement of the reason(s) why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class Members and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection. In addition, or in the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Class Notice. The Administrator will be responsible for mailing the Class Notice (Exhibit A) to Class Members.

7.8.2 Payments and Taxes. The Administrator will be responsible for determining the Individual Class Payments; determining individual payments to Aggrieved Employees; maintaining the settlement funds in an appropriate interest-bearing account; preparing, administering, and distributing Individual Class Payments to Participating Class Members; preparing, administering, and distributing individual payments to Aggrieved Employees; and distributing the portion of the PAGA Payment payable to the LWDA. The Administrator will also handle all tax document preparation and reporting, including state and federal tax forms, if any.

7.8.3 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment (if separate from the Motion for Final Approval), Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.4 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests

for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.5 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Administrator will serve on Class Counsel and Defense Counsel, via email, date stamped copies of the original Requests for Exclusion and objections no later than seven (7) days after their receipt. The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.6 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.7 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.8 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.8.9 Expenses. Administrative Expenses are not anticipated to exceed \$12,500. Prior to the

calculation and distribution of the Individual Class Payments, the Administrator shall calculate the total Administrative Expenses through the conclusion of their services and such actual amount will be deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement Amounts.

8. NULLIFICATION OF THIS SETTLEMENT AGREEMENT.

- 8.1 Non-Approval of This Settlement Agreement. The Settlement and conditional class certification shall be considered null and void; neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings shall be of any force or effect; and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court, if any of the following occur: (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties' (b) the Court should for any reason fail to enter a judgment with prejudice of the Action; or (c) the approval of the Settlement and judgment is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in this Agreement to facilitate approval.
- 8.2 Stay on Appeal. If a timely appeal from the approval of the Settlement and judgment is filed, the judgment shall be stayed, and Defendants shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records,

Defendants estimate that, as of the date of this Settlement Agreement, there are approximately 43,673 total Workweeks during the Class Period. If the actual total number of workweeks worked by Class Members during the Class Period exceeds 43,673 by more than fifteen percent (15%) (i.e. if there are 50,224 or more total Workweeks), each Defendant shall have the options stated in paragraph 4.3 above.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval.

Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval. The Parties shall agree on the [Proposed] Final Approval Order and Judgment before submission to the Court.

- 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional Administration Expenses reasonably incurred after remittitur, with 50% to be covered by Plaintiff and the other 50% covered evenly by Defendants. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any

payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. **ADDITIONAL PROVISIONS.**

- 13.1 **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 13.2 **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or

appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Law Offices of Todd M. Friedman, P.C.
Todd Friedman, Esq.
tfriedman@toddfllaw.com
Adrian Bacon, Esq.
abacon@toddfllaw.com
Gerardo J. Sosa, Esq.
gsosa@toddfllaw.com
21031 Ventura Blvd Suite 340
Woodland Hills, CA 91364

To Defendants:

Gordon Rees Scully Mansukhani, LLP
Dina Glucksman
dglucksman@grsm.com

Alexander K. Spellman
aspellman@grsm.com
Jiaying Chen
neochen@grsm.com
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

Mullen & Henzell LLP
Rafael Gonzalez
rgonzalez@mullenlaw.com
Christina Behrman
cbehrman@mullenlaw.com
112 E. Victoria Street
Santa Barbara, CA 93105

Sagaser, Watkins & Wieland, P.C.
Paul J. Bauer
paul@sw2law.com
5260 N. Palm Ave., Ste. 400
Fresno, CA 93704

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.* DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

For Plaintiff:

Signed by:

C4F170FC8645462...
Steven Thomas

9/22/2025

Date


Todd Friedman
Adrian Bacon
Gerardo Sosa
Plaintiff's Counsel

9/23/2025

Date

For Defendants:

Rebecca Britton

Boys & Girls Clubs of South San Luis Obispo County

10.27.25

Date

By: Rebecca Britton

Title: CEO

Maria Fabula

Boys & Girls Clubs of the Central Coast

October 6, 2025

Date

By: Maria Fabula

Title: CEO

DocuSigned by:

Nicholas Behrman

F045D8820801443...

United Boys & Girls Clubs of Santa Barbara

October 27, 2025

Date

By: Nicholas Behrman

Title: Board Chair

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

*(Steven Thomas v. United Boys & Girls Club of South San Luis Obispo, et al., Santa Barbara
Superior Court Case No. 24CV03448)*

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against (1) Boys & Girls Club of South San Luis Obispo; (2) Boys & Girls Clubs of the Central Coast; and (3) United Boys & Girls Clubs of Santa Barbara ("Boys & Girls Clubs" is used herein as a placeholder) for alleged wage and hour violations.

The proposed Settlement has two parts: (1) a Class Settlement requiring Boys & Girls Clubs to fund Individual Class Payments, and (2) a PAGA Settlement requiring Boys & Girls Clubs to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Boys & Girls Clubs' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Boys & Girls' Clubs' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Boys & Girls' Clubs' records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

Boys & Girls Clubs 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 Boys & Girls Clubs that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written 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. Boys & Girls Clubs must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Boys & Girls Clubs' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Boys & Girls Clubs employee. The Action seeks recovery of “wages owed, including meal and break period wages, penalties or damages for failure to keep accurate records, other penalties under the California Labor Code, and for restitution and injunctive relief.” Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Todd Friedman, Adrian Bacon, and Gerardo Sosa of the Law Offices of Todd M. Friedman, P.C. (“Class Counsel.”)

Boys & Girls Clubs strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Boys & Girls Clubs or Plaintiff are correct on the merits. In the meantime, Plaintiff and Boys & Girls Clubs hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to settle the case 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, Plaintiff and Boys & Girls Clubs 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, Boys & Girls Clubs do 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) Boys & Girls Clubs agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Boys & Girls Clubs Will Pay \$225,000.00 as the Gross Settlement Amount (Gross Settlement). Boys & Girls Clubs agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Boys & Girls Clubs will fund the Gross Settlement not more than 30 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. At the Final Approval Hearing,

Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$75,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$_____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$_____ to the Administrator for services administering the Settlement.
- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") 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 Boys & Girls Clubs are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Boys & Girls Clubs will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, the funds will be deposited

by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name.

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 _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you or your authorized representative; (c) contain your full name, address, telephone number, and the last four digits of the Social Security Number; and (d) clearly state that you do not wish to be included in the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Boys & Girls Clubs.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Boys & Girls Clubs based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Boys & Girls Clubs have agreed that, in either case, the Settlement will be void: Boys & Girls Clubs will not pay any money and Class Members will not release any claims against Boys & Girls Clubs.
8. Administrator. The Court has appointed a neutral company, _____ (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. Release by Participating Class Members: Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally and fully release and forever discharge Defendants and the Released Parties from all claims debts, liabilities, rights, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, or causes of action arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or that were ascertained in the course of the Action (the "Class Released Claims"). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys' fees, or litigation costs, including but not limited to claims arising under California Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1198.5, 1199, California Business and Professions Code section 17200, *et seq.*, and any IWC Wage Orders (as codified in the California Code of Regulations). The Class Released Claims include but are not limited to any and all claims

involving any “wages owed, including meal and break period wages, penalties or damages for failure to keep accurate records, other penalties under the California Labor Code, and for restitution and injunctive relief” as alleged. Except as set forth above with respect to Plaintiff, 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. Release by Aggrieved Employees and the State of California: All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action (“the PAGA Released Claims”). The PAGA Released Claims include but are not limited to claims for PAGA penalties arising out of alleged violations of California Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1198.5, 1199 and any IWC Wage Orders (as codified in the California Code of Regulations), any and all claims involving any “wages owed, including meal and break period wages, penalties or damages for failure to keep accurate records, other penalties under the California Labor Code, and for restitution and injunctive relief” as alleged. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendants and the Released Parties any and all claims for PAGA civil penalties arising during the PAGA Period under the Labor Code or IWC Wage Orders that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, or in the PAGA Notice, and/or ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield your estimated Individual Settlement Share that you may be eligible to receive under the Settlement. Your estimated Individual Settlement Share is stated on the first page of this Class Notice. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the Wages Portion of the Individual Settlement Share and will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. The Individual Settlement Share reflected in this Class Notice is only an estimate. The actual Individual Settlement Share may be higher or lower.

1. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
2. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA

Period, as recorded in Boys & Girls Clubs' records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. 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 Boys & Girls Clubs' calculation of Workweeks and/or PAGA Pay Periods based on Boys & Girls Clubs' 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 PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Boys & Girls Clubs' 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.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Thomas v. Boys & Girls Club of South San Luis Obispo et al., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE] 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 Boys & Girls Clubs' are asking the Court to approve. At least sixteen (16) court days before the _ Final Approval Hearing, Class

Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** A Notice of Objection must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing you with respect to your objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at (time) in Department 4 of the Santa Barbara Superior Court, located at SB-Anacapa, 1100 Anacapa Street, Santa Barbara, CA 93121-1107, United States. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via (xxxx). 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 [WEBSITE] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Boys & Girls Clubs and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity)'s website at _____

_____. 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24CV03448. You can also make an appointment to personally review court documents in the Clerk's Office at the Courthouse.

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

Class Counsel:

Name of Attorney: Todd Friedman, Adrian Bacon, and Gerardo Sosa

Email Address: tfriedman@todflaw.com; abacon@todflaw.com; gsosa@todflaw.com

Name of Firm: Law Offices of Todd M. Friedman, PC

Mailing Address: 21031 Ventura Blvd., Suite 340, Woodland Hills, California, 91364

Telephone: (818) 619-3774

Settlement Administrator:

Name of Company: [ADMINISTRATOR NAME]

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 will have no way to recover the money.

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.

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

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

STEVEN JOSEPH THOMAS, individually and on
behalf of all others similarly situated,

Case No. 24CV03448

Plaintiffs,
vs.

Assigned to the Hon. Donna D. Geck

BOYS & GIRLS CLUB OF SOUTH SAN LUIS
OBISPO COUNTY; BOYS & GIRLS CLUBS OF
THE CENTRAL COAST; UNITED BOYS AND
GIRLS CLUBS OF SANTA BARBARA
COUNTY; and DOES 1 to 50, inclusive,

Defendants,

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I GET THIS NOTICE?

You are receiving this notice because our records indicate that you do, or did, work for BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY (“Defendants”) in California, and your wages were between June 18, 2020 and [date]. This Notice explains that the Superior Court of the State of California for the County of Santa Barbara has granted preliminary approval of a class action settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff Steven Joseph Thomas (“Plaintiffs”) filed a lawsuit against Defendants BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY (“Defendants”) in this Court *Case No.* 23STCV07635 alleging that they and other non-exempt employees were (1) not paid proper wages (including minimum wages, OT wages, off the clock wages, and upon termination of employment); (2) not provided proper meal and rest breaks; and (3) not reimbursed for business expenses incurred. They also alleged that Defendant did not provide proper wage statements. By doing so, Plaintiff claimed that Defendants engaged in unfair competition and that she and other similarly situated employees were entitled to recover penalties under the California Labor Code Private Attorneys General Act (“PAGA”). Plaintiff alleged further that he was entitled to damages, liquidated damages, penalties, attorneys’ fees, and costs of litigation, among other remedies.

Defendant has denied and continues to deny all of Plaintiff’s allegations and contends that it has paid its non-exempt employees fairly and in full compliance with all California labor laws.

The Court has not determined whether Plaintiff's allegations have any merit. However, after good faith negotiations and for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendant have agreed to settle the lawsuit by paying a Gross Settlement Amount of \$225,000.00 to resolve the claims listed above.

Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims have merit or that it has any liability to Plaintiffs or the class. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the class members.

III. WHO IS INCLUDED IN THE CLASS ACTION?

You are included in the Settlement Class if you fall within the following definition: All individuals who are currently or have been employed, or worked, in California by Defendant as a non-exempt employee from June 21 2020 through [date of entry of Prelim Approval Order] ("Class Period"), and whose working conditions are not controlled by a collective bargaining agreement.

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount of \$225,000.00. A Settlement Administrator has been appointed to administer the Settlement. The Settlement Administrator will pay from the \$225,000.00: (a) the Class Representative Payment to Steven Joseph Thomas in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00); (b) Class Counsel's attorneys' fees in an amount up to one third (1/3) of the Gross Settlement Amount – approximately Seventy-Five Thousand Dollars (75,000.00), incurred or to be incurred in this Action, including any appeals; (c) costs and expenses associated with the lawsuit in an amount of up to Ten Thousand Dollars (\$10,000.00), incurred or to be incurred in this lawsuit, including any appeals; (d) the fees and expenses of the Claims Administrator, estimated at Twelve-Thousand Five Hundred Dollars (\$12,500.00) and subject to reduction or increase to correspond with the actual fees and expenses incurred; (e) Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of the release of claims pursuant to the Private Attorney Generals Act ("PAGA"), 75% of which (\$7,500) designated to go to the California Labor and Workforce Development Agency, and 25% of which (\$2,500) to the Aggrieved Employees, and (f) the remainder of approximately One Hundred and Seventeen Thousand, Five Hundred Dollars (\$117,500.00) which is the estimated Maximum Settlement Distribution Amount to all Class Members. The "Aggrieved Employees" under the Settlement are all current and former non-exempt employees of any Defendant who worked in California at any time during the PAGA Period. The "PAGA Period" is June 18, 2023, through [date of entry of Prelim Approval Order]. Any unclaimed settlement payments will be distributed to Public Justice as a *cy pres* award.

1. **Settlement Payments:** Your individual share of the Settlement will be based on the number of workweeks you worked for BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY during the relevant Class Period. The amount of money you receive will be based on the size of your share in comparison to the size of all Class Members' shares combined.
2. **Release of Claims:** If you do not exclude yourself from the Settlement (according to the procedures explained below), you, on behalf of yourself and your current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, will fully and finally release BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE

CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY and their parents, predecessors, successors, subsidiaries, affiliates, partners, assigns, and trusts, and all of their employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and assigns (collectively hereinafter the “Releasees”), from any and all claims, demands, rights, liabilities, and/or causes of action asserted at any time in the Action based on the facts or laws alleged in the Complaint. Specifically, this includes any claims that, during the Class Period and or PAGA Period, Defendant: 1) failed to pay wages, including minimum wages; 2) failed to pay overtime and/or double-time wages; 3) failed to provide timely, full, and uninterrupted rest breaks or a penalty payment in lieu thereof; 4) failed to provide timely, full, and uninterrupted meal periods or a penalty payment in lieu thereof; 5) failed to provide accurate itemized wage statements; 6) failed timely to pay wages or pay all wages due upon termination of employment; 7) failed to provide restitution for unpaid sums; 8) failed to maintain accurate records; 9) failed to reimburse business expense; 10) failed to pay for work off the clock; and 11) violated the Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.*; and 12) owed penalties pursuant to PAGA, Labor Code § 2698, *et seq.*, including under Labor Code § 226.8 and § 558, predicated on any of the Labor Code sections identified in Plaintiffs’ PAGA Notice letter and attached complaint thereto. (collectively, the “Released Claims”). Except as set forth above, Released Claims does not include 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. The period of the Released Claims for Class Members shall cover the Class Period and for Aggrieved Employees the PAGA Period. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.

3. This means that if you participate in this Settlement, you cannot bring any claims against Defendant, for wages or other payments described above for any work your performed for them during the Class Period. This release does not bar you from bringing a tort claim or claim relating to wrongful termination and/or employment discrimination.

V. WHAT ARE MY OPTIONS?

A. You May Accept Your Share of the Settlement

You will receive a Settlement Share and be bound by the terms of the Settlement and any final Judgment that may be entered by the Court, and you will be considered to have released the claims against Defendant and the other released parties described in the Settlement **unless you submit a timely request to be excluded as described below.**

If you wish to accept your settlement, but do not agree with the number of workweeks stated on the attached Information Sheet or wish to correct any information on the Information Sheet, you should provide the corrected information by completing and returning the attached Information Sheet. If you dispute the number of workweeks, write down the beginning and ending dates you worked for BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY during the Class Period. Return the Information Sheet and any documents to support your position by mail to the Settlement Administrator, **Steven Joseph Thomas v. BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY – Settlement Administrator, c/o Phoenix Class Action Settlement Solutions, [ADDRESS], [CITY], [STATE] [ZIP].** The Settlement Administrator will read the documents both you and Defendant provide and make the final determination of the amount of your settlement share.

Please note that it is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Changing your mailing address and not letting the Settlement Administrator know may prevent you from receiving your Settlement Share.

B. You May Exclude Yourself from the Settlement

Any Class Member who does not wish to participate in the Settlement and instead wishes to be excluded from the Settlement and any final judgment that may be entered by the Court, **must mail a letter to the Settlement Administrator postmarked on or before [], 2025] to the following address:**

**Steven Joseph Thomas v. BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY – Settlement Administrator, c/o Phoenix Class Action Settlement Solutions, [ADDRESS], [CITY], [STATE] [ZIP]
1 (800) 000-0000**

The letter must state that you are requesting to exclude yourself from the Settlement and must include your name, address, telephone number, and signature. A Class Member who properly submits a valid and timely request to be excluded from the Settlement: (1) will not receive any payment of any kind in connection with this Settlement **(expect for his/her share of the PAGA penalties)**; (2) will not be bound by or receive any benefit of this Settlement; (3) will have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY. **You May Object to the Settlement**

Any Class Member who does not request to be excluded from the Settlement may, if the person wishes, object to the terms of the Settlement before final Court approval by filing a written objection. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement. To object, you must file a written objection with the Court, send the objection to all counsel at the addresses listed below, and send the objection to the Settlement Administrator:

To Court

Clerk of Court
Santa Barbara Superior Court
Re: *Steven Joseph Thomas v Boys and Girls Clubs of South San Luis Obispo County; Boys and Girls Clubs of the Central Coast; United Boys and Girls Clubs of Santa Barbara County*
Case No. 24CV03448
1100 Anacapa Street
Santa Barbara, CA 93191

To Settlement Administrator

Steven Joseph Thomas v Boys and Girls Clubs of South San Luis Obispo County; Boys and Girls Clubs of the Central Coast; United Boys and Girls Clubs of Santa Barbara County
Settlement Administrator
c/o Phoenix Class Action Settlement Solutions
[ADDRESS]
[CITY, STATE ZIP]

To Class Counsel:

Todd M. Friedman
Adrian R. Bacon
Meghan E. George
Matthew R. Snyder
Law Offices of Todd M. Friedman, P.C.
23586 Calabasas Road, Suite 105
Calabasas, CA 91302
Phone: 323-306-4234

To Defense Counsel:

Gordon Rees Scully Mansukhani, LLP
Dina Glucksman
dglucksman@grsm.com
22
Alexander K. Spellman
aspellman@grsm.com
Jiaying Chen
neochen@grsm.com
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Mullen & Henzell LLP
Rafael Gonzalez
rgonzalez@mullenlaw.com
Christina Behrman
cbehrman@mullenlaw.com
112 E. Victoria Street
Santa Barbara, CA 93105

Sagaser, Watkins & Wieland, P.C.
Paul J. Bauer
paul@sw2law.com
5260 N. Palm Ave., Ste. 400
Fresno, CA 93704

Any written objection must state your full name, address, and the dates of your employment at BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY. Your written objection must also state the basis for your objection(s) and any legal support in clear and concise terms. The written objection must also state whether you intend to appear and object at the Final Approval Hearing. To be valid and effective, the Court and Counsel must receive any written objection along with any notice of intent to appear at the Final Approval Hearing no later than [redacted], 2025 **[forty five (45) days after Class Notice, plus 15 days in the event of remailing]**. If the Court denies your objection, you will be bound by any Judgment with respect to the Settlement, and you will release the Defendant from legal claims as described above and in the Stipulation of Class Action Settlement on file with the Court.

C. You Can Do Nothing

If you do nothing in response to this Notice, you will receive your Settlement Share for your portion of the Settlement, and you will be bound by any Judgment entered with respect to the Settlement, and you will release Defendant from legal claims as explained above and in the Stipulation for Class Action Settlement on file with the Court.

VI. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on [date], 2026, at [time] in Dept. 4 of the Santa Barbara County Superior Court, located at 1100 Anacapa Street Santa Barbara, CA 93101, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for payments to the California Labor and Workforce Development Agency (for PAGA), payment of the Class Representative's service award, Class Counsel's Attorneys' Fees and Expenses Payment, payment to the Settlement Administrator, and payments to all Class Members.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option.**

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should read the Stipulation of Class Action Settlement which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Stipulation, may be examined during regular business hours at the Office of the Clerk of the Santa Clara County Superior Court, located at 1221 Oak Street, Oakland, CA 94612.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE COURT

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

EXHIBIT C

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

***Steven Joseph Thomas v Boys and Girls Clubs of South San Luis Obispo County; Boys and Girls Clubs of
the Central Coast; United Boys and Girls Clubs of Santa Barbara County***
Case No.: 24CV03448

OPT-OUT FORM

I WISH TO BE EXCLUDED FROM THE SETTLEMENT IN THE CASE OF *STEVEN JOSEPH THOMAS, et al., INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED V. BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY AND DOES 1 TO 50, INCLUSIVE*. I UNDERSTAND THAT BY REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY SHARE OF THE SETTLEMENT BENEFITS. I confirm that I have received written notice of the proposed settlement in this action. I have decided to exclude myself from the Settlement Class and not participate in any portion of the proposed settlement.

Date:

Signature:

Printed Name:

Street Address:

City, State, Zip Code:

**THIS FORM MUST BE COMPLETED AND SENT VIA U.S. MAIL WITH A POSTMARK
DATED NO LATER THAN _____ TO:**

**CLAIMS ADMINISTRATOR
ADDRESS
CITY, STATE ZIP
TOLL FREE TELEPHONE**

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

EXHIBIT D

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR COUNTY OF SANTA BARBARA**

CASE NO. **24CV03448**.

*Steven Joseph Thomas Et Al, et al. v. Boys and Girls Club of San Luis Obispo County; Boys and Girls Clubs of the Central Coast; and
Boys and Girls Clubs of Santa Barbara County*

CLASS MEMBER SETTLEMENT INFORMATION SHEET

TO ENSURE RECEIPT OF YOUR SHARE OF THE SETTLEMENT AMOUNT IN THE
*STEVEN JOSEPH THOMAS, ET AL. V. BOYS AND GIRLS CLUBS OF SAN LUIS OBISPO, BOYS AND GIRLS CLUBS OF THE
CENTRAL COAST; AND BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY*, CLASS ACTION, PLEASE REVIEW
THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND PERSONNEL INFORMATION IS CORRECT.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET.

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION, DATE AND SIGN THIS
SHEET AT THE BOTTOM OF THE NEXT PAGE, AND MAIL IT, POSTMARKED NOT LATER THAN [redacted], 2025, TO:
*Steven Joseph Thomas Et Al, et al. v. Boys and Girls Club of San Luis Obispo County; Boys and Girls Clubs of the Central Coast; and
Boys and Girls Clubs of Santa Barbara County*

[Address]
[City], [State] [Zip]
Tel: [Phone]
Fax: [Fax]
Email: [redacted]@ [redacted].com

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

Name: «FirstName» «LastName»

Mailing Address: «Address1» «Address2» «City» «Abbrev» «Zip»

Total Number of All Class Members' Workweeks: [redacted]

Total Number of Workweeks worked for ***BOYS AND GIRLS CLUB OF SAN LUIS OBISPO COUNTY; BOYS AND GIRLS
CLUBS OF THE CENTRAL COAST; AND BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY*** between June 18,
2020 and [date] (excluding periods of leaves of absence and vacation): «MERGED_WW_CALC»

Estimated share of Settlement Based on Work Weeks: «MERGED_EstSettAmnt_CALC»

IF ANY OF THE INFORMATION SHOWN ABOVE IS NOT CORRECT, PLEASE DESCRIBE BELOW ON THE CORRECTED
INFORMATION SHEET. IF YOU ARE DISPUTING YOUR NUMBER OF WORKWEEKS, STATE WHAT YOU BELIEVE TO
BE THE CORRECT NUMBER OF WORKWEEKS AND YOU MUST SUBMIT SUPPORTING DOCUMENTATION.

Corrected Information	
Corrected Name	
Corrected Mailing Address:	
Corrected number of Workweeks Worked between June 18, 2020 through [date] (exclude periods of leaves of absence and vacation):	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Signed
on _____.

(Signature)

PLEASE REMEMBER: YOU MUST INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS BEFORE YOU RECEIVE YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOU FROM RECEIVING YOUR SETTLEMENT SHARE.