

## **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“**Agreement**”) is made by and between Plaintiffs Ethan Collins, Maurice Frank, and Robert Anthony Gonzalez, on the one hand, and Defendant Golden Gate Bell, LLC, on the other hand. The Agreement refers to Plaintiffs and GGB collectively as “**Parties,**” or individually as a “**Party.**”

### **1. DEFINITIONS.**

- 1.1. “**Action**” means, collectively, *Ethan Collins and Maurice Frank v. Golden Gate Bell, LLC* (Case No. RG18913275, consolidated in Alameda Superior Court with cases RG19037980 and HG18919698), and *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-00956 (Contra Costa Superior Court).
- 1.2. “**Administrator**” means ILYM Group 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 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 Employees**” means all individuals employed by GGB as non-exempt employees in California during the PAGA Period (individually, an “**Aggrieved Employee**”).
- 1.5. “**Class**” means all individuals employed by GGB in California as non-exempt employees during the Class Period.
- 1.6. “**Class Counsel**” means (a) Allen Graves of The Graves Firm; (b) James R. Hawkins, Gregory Mauro, and Michael Calvo of James Hawkins APLC; (c) Emanuel Starr and Adam Rose of Frontier Law Center.
- 1.7. “**Class Counsel Fees and Litigation Expenses Payment**” means the amount approved by the Court and allocated to Class Counsel for reasonable attorneys’ fees

and for reimbursement of reasonable expenses incurred in connection with the litigation of the Action.

- 1.8. **“Class Data”** means Class Member identifying information in GGB’s possession including each Class Member’s name, last-known mailing address, Social Security number, telephone number, and number of Class Period Pay Periods and PAGA Pay Periods for each.
- 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 Notice”** means the court approved Notice of Class Action Settlement and Hearing Date, to be mailed to Class Members in English (with a Spanish translation), in the form of Exhibit A, which is incorporated by reference into this Agreement.
- 1.11. **“Class Pay Period”** means any Pay Period during which a Class Member worked for GGB in California as an hourly employee for at least one day during the Class Period.
- 1.12. **“Class Period”** means the period from July 18, 2014, to November 1, 2022.
- 1.13. **“Class Representative”** means each of the Plaintiffs approved by the Court to serve as a Class Representative.
- 1.14. **“Class Representative Service Payments”** means the amount approved by the Court and allocated for payment to each of the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. **“Court”** means the Superior Court of California, County of Contra Costa, or any other California Superior Court presiding over any part of the Action or the Settlement.
- 1.16. **“GGB”** means named Defendant Golden Gate Bell, LLC.
- 1.17. **“Defense Counsel”** means Jonathan M. Brenner and Amy S. Ramsey of Epstein Becker & Green, P.C.; Richard C. Rybicki and Jacqueline Loveless of Rybicki and Associates, P.C.; and Ronald C. Cohen of Levato Law LLP.

- 1.18. **“Effective Date”** means the day after both of the following have occurred: (i) Final Approval of this Settlement is granted by the Court, and (ii) Judgment approving this Settlement becomes final. If there are no objections to the Settlement at the time of Final Approval, the Judgment approving the Settlement shall become final on the date it is issued by the Court. If there is an objection pending at the time of Final Approval, the Judgment approving the Settlement shall become final on the later of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review of any appellate decision, or (ii) if a petition for review is filed, the date of denial of the petition for review, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
- 1.19. **“Final Approval”** means the order entered by the Court granting final approval of the Settlement.
- 1.20. **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. **“Gross Settlement Amount”** means the non-reversionary sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00), which is the total maximum amount GGB will pay under the Settlement except as provided in Paragraphs 3.1 and 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees and Litigation Expenses Payment, Class Representative Service Payments and the Administrator’s Expenses.
- 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 Class Pay Periods worked.

- 1.23. **“Individual PAGA Payment”** means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked.
- 1.24. **“Judgment”** means the judgment entered by the Court based upon 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 Payments, Class Counsel Fees and 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. **“Notice Mailing Date”** means the date that the Administrator initially mails the notice of settlement.
- 1.30. **“PAGA Pay Period”** means any Pay Period during which an Aggrieved Employee worked in California as an hourly employee for GGB for at least one day during the PAGA Period.
- 1.31. **“PAGA Period”** means the period from June 25, 2017, to November 1, 2022.
- 1.32. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. **“PAGA Notices”** means the following notices sent pursuant to Labor Code section 2699.3, subd.(a): (a) Plaintiff Collins’ June 25, 2018 letter to GGB and the LWDA; (b) Plaintiff Frank’s July 2, 2018 letter to GGB and the LWDA; and (c) Plaintiff Gonzalez’s October 10, 2020 letter to GGB and the LWDA, as amended on May 13, 2021.

- 1.34. **“PAGA Penalties”** means \$400,000, which shall be the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$100,000) and the 75% to LWDA (\$300,000) in settlement of PAGA claims.
- 1.35. **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. **“Plaintiffs”** means collectively Ethan Collins, Maurice Frank, and Robert Anthony Gonzalez, the named plaintiffs in the Action.
- 1.37. **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. **“Released Class Claims”** means the claims being released as described in Paragraph 5.2 below.
- 1.39. **“Released PAGA Claims”** means the claims being released as described in Paragraph 5.3 below.
- 1.40. **“Released Parties”** means: GGB and its parents and affiliates (including but not limited to Diversified Restaurant Group, LLC, but excluding any successor owner of a restaurant), and franchisor (Taco Bell Franchisor, LLC).
- 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 45 days after the Notice Mailing Date and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, (b) mail any dispute regarding pay periods, or (c) mail or file Objections to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator or class members who were identified after the Notice Mailing Date shall have an additional 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.

## 2. RECITALS.

### 2.1. The Action and Operative Complaints.

- 2.1.1. Plaintiff Frank filed a class action lawsuit against GGB on or about July 18, 2018, and a Private Attorney General action on September 6, 2018 in the Superior Court of California, County of Alameda (Case Nos. RG18913275 and HG18919698, respectively).
- 2.1.2. Plaintiff Collins filed a class and Private Attorney General lawsuit against GGB in the Superior Court of California, County of Santa Clara, Case No. 18CV333797 (later transferred to the Superior Court of California, County of Alameda, Case No. RG19037980).
- 2.1.3. All the cases filed by Plaintiff Frank and Plaintiff Collins were consolidated in the Superior Court of California, County of Alameda, by court order on November 9, 2019 (Lead case no. RG18913275, consolidated with Case Nos. RG19037980 and HG18919698).
- 2.1.4. Plaintiffs Frank and Collins filed a consolidated complaint on or about November 30, 2020, and a Second Amended Consolidated Class Action and Representative Complaint on or about August 8, 2021.
- 2.1.5. Plaintiff Gonzalez filed Case No. MSC21-00956 on May 18, 2021 in the Superior Court of California, County of Contra Costa, and filed an amended complaint on or about September 15, 2021.
- 2.1.6. The amended complaint filed by Plaintiff Gonzalez on or about September 15, 2021 in Case No. MSC21-00956 and the Second Amended Consolidated Class Action and Representative Complaint filed on or about August 8, 2021 on behalf of Plaintiff Collins and Plaintiff Frank in the consolidated Case No. RG18913275 (consolidating Case Nos. RG18913275, RG19037980 and HG18919698) are the **“Operative Complaints.”**
- 2.1.7. GGB has denied and disputed the claims and allegations in the Operative Complaints and continues to deny and dispute those claims and allegations.

- 2.2. Prior to filing their Private Attorney General suits, Plaintiffs provided the notice of claims required by Labor Code section 2699.3 subd. (a) to GGB and the LWDA. The LWDA did not respond to the notices filed by the Plaintiffs within the requisite 65-day notice period, and Plaintiffs subsequently filed their PAGA claims as detailed above.
- 2.3. 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. 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:
- 3.1.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000 each for Ethan Collins and Maurice Frank, and no more than \$10,000 for Robert Anthony Gonzalez (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Members). If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report each Class Representative Service Payments using IRS Form 1099. Each Plaintiff assumes full responsibility and liability for any employee taxes owed on his or her own respective Class Representative Service Payment.
- 3.1.2. To Class Counsel: A Class Counsel Fees and Litigation Expenses Payment consisting of fees of not more than 40% of the Gross Settlement Amount and reasonable expenses as approved by the Court not to exceed \$80,000. GGB will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel

Fees and Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees and Litigation Expenses Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. Other than a duty to pay the Gross Settlement Amount, the Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will document payments to each Class Counsel with an IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Litigation Expenses Payment.

3.1.3. To the Administrator: An Administrator Expenses Payment not to exceed \$70,000 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 \$70,000, the Administrator will allocate the remainder to the Net Settlement Amount.

3.1.4. To Each Participating Class Member: An Individual Class Payment shall be calculated for each Participating Class Member by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Class Pay Periods worked by the individual Participating Class Member.

3.1.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "**Wage Portion**"). GGB shall be responsible for payment of all employer payroll taxes in addition the Gross Settlement Amount. Each Participating Class Member shall be responsible for all employee taxes owed on the Wage Portion of his or her Individual Class Payment. The

Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% 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 tax withholding and will be reported on an IRS Form 1099 as required.

3.1.4.2. Non-Participating Class Members. Non-Participating Class Members will not receive any Individual Class Payments. Non-Participating Class Members who are Aggrieved Employees will still receive an Individual PAGA Payment.

3.1.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$400,000 to be paid from the Gross Settlement Amount, with 75% (\$300,000) allocated to the LWDA PAGA Payment and 25% (\$100,000) allocated to the Individual PAGA Payments.

3.1.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the \$100,000 available for Individual PAGA Payments 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 the individual Aggrieved Employee. The Administrator will report the Individual PAGA Payments on IRS Form 1099 as required. Each Aggrieved Employee assume full responsibility and liability for any taxes owed on his or her Individual PAGA Payment.

3.1.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Class Data. Within 10 days after the Court grants Preliminary Approval of the Settlement, GGB will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Administrator shall maintain the Class Data in strict 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. The Administrator will not share the Class Data publicly or with any other party. The Parties will meet and confer in good faith should Class Counsel believe some access to the Class Data by Class Counsel is necessary and, in the event of a disagreement after meeting and conferring, will submit any unresolved issue to the Court for resolution.
- 4.2. Funding of Gross Settlement Amount. Within 14 days after the Effective Date, GGB shall fully fund the Gross Settlement Amount and, in addition, the amounts necessary to pay the employer share of payroll taxes on the Wage Portion of the Individual Class Payments. Neither GGB nor any of the Released Parties will be responsible for any payment beyond the Gross Settlement Amount and the amount of the employer-side payroll taxes.
- 4.3. Payments from the Gross Settlement Amount. Within 14 days after GGB funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, and the Administration Expenses Payment. One business day after it begins mailing Individual Class Payments and Individual PAGA Payments, the Administrator shall transmit via wire transfer the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, and mail a check for each Class Representative Service Payments to counsel representing that Plaintiff.
- 4.3.1. 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 (180 days after the date of mailing) when the check will be

voided (“**Void Date**”). 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 shall update the recipients’ mailing addresses using the National Change of Address Database.

- 4.3.2. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided. If no forwarding address is provided, the Administrator shall search for an appropriate address using the National Change of Address Database in such skip tracing services as the Administrator deems appropriate. 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 and remains uncashed, if requested by the Class Member prior to the Void Date.
- 4.3.3. Funds associated with checks that have been canceled after the void date will be split equally between two Court-approved nonprofit organizations or foundations consistent with Code of Civil Procedure Section 384, subd. (b) (“**Cy Pres Recipients**”). *The Cy Pres Recipients* shall be Public Counsel and the Boys & Girls Club of Sonoma Valley. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres Recipients* and counsel for each party

shall provide a declaration to this effect prior to the hearing on preliminary approval.

- 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate GGB 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 GGB fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. **Plaintiffs' General Release.** Each Plaintiff shall release and discharge Released Parties from all causes of action, liabilities, damages, claims, rights, costs, demands, expenses, punitive and statutory damages, penalties, expenses, and losses of any kind whatsoever under any statute, rule, regulation, or common law, specifically including, but not limited to those released under 5.2, below ("**Plaintiffs' Release**"). Plaintiffs' 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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.**

- 5.2. Release by Participating Class Members: Each Participating Class Member shall release the Released Parties from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the Operative Complaints in Case Nos. RG18913275, RG19037980, MSC21-00956 and HG18919698, or alleged in Plaintiffs' PAGA Notices, or that could have been alleged based upon the facts alleged in the Operative Complaints or PAGA Notices. The release shall include all of the following to the extent that they were alleged or could have been alleged based upon the facts stated in the Operative Complaint or PAGA Notices: (a) any alleged failure by Defendant (1) to pay wages, reporting time pay, minimum wages, or overtime; (2) to provide meal or rest periods or compensation in lieu thereof; (3) to provide compliant wage statements; (4) to timely pay wages during or at the end of alleged employment; (5) to reimburse for all necessary business expenses or other losses/expenditures; (6) to accurately record work hours and meal break periods; (b) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*, arising under the California Labor Code or Wage Orders based on the alleged failures set forth in (a)(1) through (a)(6) above; and (c) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(6) above; and (d) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of California Labor Code sections 201–204, 216, 226, 226.7, 226.8, 510, 512, 516, 558, 1182.11, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, or any other state or federal statute, rule and/or regulation (Wage Order), or similar causes of action which any

Participating Class Member has or might have that was alleged or by reason of or in connection with any matter or fact set forth or referred to in the Operative Complaints or PAGA Notices during the Class Period. Nothing in this Agreement shall release any claims that were not alleged in the Operative Complaints or PAGA Notices or could not have been alleged based on the facts alleged in the Operative Complaints or PAGA Notices. Nothing in this release shall release or limit any obligation created by this Agreement.

- 5.3. Release of PAGA claims. The State of California and any Aggrieved Employee, to the extent that he or she possesses any individual PAGA claim, shall release all and any PAGA claims rights, demands, liabilities, penalties, fines, debts and causes of action, arising from the PAGA claims pled in any of the lawsuits or LWDA notices; or that could have been pled in any of these lawsuits based on the allegations therein.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs shall be responsible for filing a motion seeking preliminary approval of this settlement in the *Gonzalez* case in the Contra Costa County Superior Court. This settlement is intended to and shall resolve the *Collins/Frank* and *Gonzalez* cases in their entirety, including all alleged class claims, claims under the Private Attorneys General Act, and individual claims that were asserted therein or could have been asserted based on the allegations made (and whether or not such claims are or were subject to arbitration agreements). The motion for Preliminary Approval will be noticed for a date mutually-agreed upon by the Parties with said date to be within 30 days of the execution of this Agreement or, if no hearing date is available by that time, the first available hearing date, or as otherwise required by the court's rules for noticing motions. The motion requesting preliminary approval shall include setting a date for the Final Approval Hearing, and approving the Class Notice attached as **"Exhibit A"** to this Agreement. At the same time that Plaintiffs file and serve their Motion for Preliminary Approval, they shall also submit it to the LWDA in accordance with California Labor Code section 2699(1)(2).

- 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel, 5 business days before filing, all documents necessary for obtaining Preliminary Approval.
- 6.2. Amended Complaint/Duty to Cooperate. The Parties have filed a notice of settlement in the *Collins/Frank* case and a stipulation to stay proceedings and vacate all scheduled dates and deadlines. The Parties agree to seek Preliminary Approval of the Settlement in the *Gonzalez* case in the Contra Costa County Superior Court. To that end, the Parties will stipulate to the filing of, and Plaintiffs will file, an amended complaint that adds the Graves Firm and James Hawkins APLC as Class Counsel. The Parties will cooperate in lifting the stay in the *Gonzalez* case. Once the stay in *Gonzalez* is lifted, the Parties will file a notice of settlement and request to vacate all pending deadlines, and Plaintiffs will promptly file the Motion for Preliminary Approval. Upon Final Approval, the Parties will stipulate to and request dismissal with prejudice of the *Collins/Frank* case.
- 6.2.1. 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. Any disputes the Parties are unable to resolve shall be presented to the mediator, Tripper Ortman of Ortman Mediation, for a non-binding attempt at resolution.
- 6.2.2. If the Court does not grant Preliminary Approval, and all efforts at reconsideration or appeal of such denial are exhausted, the Settlement will have no effect and class certification for settlement purposes will have no force and effect. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Actions as if the Settlement never existed.

7. **SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, the Administrator will be subject to this Agreement and will perform 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. 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.
- 7.3. Employer Identification Number. The Administrator shall use its own Employer Identification Number or a number specifically issued for the QSF for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.4. Notice to Class Members.
- 7.4.1. 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, Class Pay Periods, and PAGA Pay Periods in the Class Data.
- 7.4.2. No later than 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, with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A.** Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. Not later than 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 search for an appropriate address using the National Change of Address Database in such skip tracing services as the Administrator deems appropriate. 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. For any Class Member whose notice is re-mailed, the deadline to object, submit a Challenge to Pay Period counts, or submit a Request for Exclusion shall be extended to 14 days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.4. If, prior to the Response Deadline, the Administrator, GGB, 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. If such notice is sent after the Notice Mailing Date, the deadline for the newly-added Class Member to object, submit a Challenges to Pay Period counts, or submit a Requests for Exclusion shall be extended to 14 days beyond the Response Deadline. There shall be no addition of Class Members after the Response Deadline.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. A Class Member who wishes to exclude himself or herself from Class Settlement must send the Administrator, via U.S. Mail, a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A

Request for Exclusion must reasonably communicate the Class Member's election to be excluded from the Settlement and must include the Class Member's name, address and email address or telephone number.

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 shall issue a final determination. 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.

7.5.3. 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' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. 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. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Class Pay Periods. Each Class Member may challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member as described in his or her Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via U.S. Mail. Any challenge must be submitted by the Response Deadline (plus an additional 14

days for Class Members whose Class Notice is re-mailed). The Administrator shall encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Class Pay Periods and/or PAGA Pay Periods to Defense Counsel and Class Counsel. The Administrator shall determine the validity of all challenges to Pay Period calculations. The Administrator shall also promptly provide notice to Defense Counsel and Class Counsel of its determination regarding the challenges. The Settlement Administrator's decision on all such disputes will be submitted to the Court for final approval and will not be subject to appeal.

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 Payments.

7.7.2. Participating Class Members may send written objections to the Administrator by U.S. Mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral 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 the Response Deadline (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 the following duties.

- 7.8.1. 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, the Motion for Preliminary Approval, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval Order 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.
- 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion to ascertain their validity. Not later than 20 days after the Response Deadline, 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).
- 7.8.3. Weekly Reports. The Administrator shall, 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 PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“**Weekly Report**”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for

Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4. Class Pay Period and/or PAGA Pay Period Challenges. The Administrator shall make final determinations consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Pay Periods and/or PAGA Pay Periods.
- 7.8.5. Administrator's Declaration. Not later than 30 days after the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration attesting to its 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 all objections as well as 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).
- 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Void Date for last check issued from the Settlement Fund, 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. Within 10 days after the Void Date for last check issued from the Settlement Fund, 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.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** If the final number of Class Members exceeds 21,031 by more than 7.5% (i.e., exceeds 22,608), the Gross Settlement Amount shall be increased by \$246.05 for each Class Member in excess of 21,031.
9. **GGB'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 3% of the total of all Class Members, GGB may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if GGB withdraws, 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, GGB will remain responsible for paying all Settlement Administration Expenses incurred to that point. GGB must notify Class Counsel and the Court of its election to withdraw not later than five (5) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs 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**"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than 5 days prior to filing the Motion for Final Approval.
  - 10.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
  - 10.2. Right to Revoke. The Gross Settlement Amount, the Net Settlement Amount, and the release are material and essential to the settlement. If these terms are modified by the Court in a way inconsistent with this Agreement, Defendant shall have the right to revoke the settlement. Defendant may exercise this right only after exhausting all available means of reconsideration or appeal of such a ruling. In the event that

Defendant chooses to exercise its right to revoke the settlement under this paragraph it must do so within five days of exhausting all available means of reconsideration or appeal or such ruling. If the Settlement is revoked under this paragraph, the Settlement will have no effect, class certification for settlement purposes will have no effect, and the Parties will be able to resume the prosecution and defense of the Actions as if the Settlement never existed. Regarding other modifications the Court may require for Final Approval, the Parties will expeditiously engage in a good faith attempt 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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this paragraph.

- 10.3. 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.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms and conditions of this Agreement, 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, motions under California Code of Civil Procedure section 473, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. As the sole exception to the foregoing, Plaintiff's counsel maintain the right to appeal any award of attorney fees

or costs provided, however, that any such appeal shall be limited to the question of fees and costs and shall not challenge the approval of the settlement otherwise.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement with respect to the scope of Released Class Claims, Released PAGA Claims, or Gross Settlement Amount, GGB or any Plaintiff shall have the right to revoke the Settlement within five business days of entry of such opinion or order from the reviewing court. If no party seeks to revoke the Settlement, the Parties shall expeditiously work together in good faith to attempt to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. Any additional Administration Expenses reasonably incurred after remittitur shall be paid from the Gross Settlement Amount. If the Settlement is revoked under this paragraph, the Settlement will have no effect, class certification for settlement purposes will have no effect, and the Parties will be able to resume the prosecution and defense of the Actions as if the Settlement never existed. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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.

11. **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 a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1. 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 GGB that any of the allegations in the Operative Complaints have merit or that GGB has any liability for any claims asserted; nor is it intended or should it be

construed as an admission by Plaintiffs that GGB's 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 not grant Preliminary Approval, Final Approval or enter Judgment and all efforts at obtaining approval have been exhausted, GGB reserves the right to contest certification of any class for any reason, and GGB reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest GGB's defenses. The Settlement, this Agreement and the 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).

- 12.2. Non-Publicity. Class Counsel shall not publicize the Settlement on its website or in advertising/marketing materials, other than filing documents with the Court and updating existing statements regarding the status of the Action. Plaintiffs and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiffs or Class Counsel receive an inquiry about the settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent GGB from making any required disclosures. Nothing in this provision shall limit the ability of Class Counsel to communicate privately with Class Members through any medium.
- 12.3. No Solicitation. The Parties 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 provision shall limit the ability of Class Counsel to communicate with Class Members through any medium.
- 12.4. 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. Other than Plaintiffs' reliance on data provided by Defendant in valuing the claims settled by this Agreement, this Agreement will supersede any other oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and GGB, 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.
- 12.6. 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 this 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 mediator Tripper Ortman and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that, other than assignment of the right to attorney fees to Class Counsel, 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.
- 12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, GGB, 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.

- 12.9. 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.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. 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.
- 12.12. 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 such Party was the drafter or participated in the drafting.
- 12.13. 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, including the protective order entered in Case No. RG18913275.
- 12.14. Class Data. All existing orders and stipulations regarding the use and disposition of Class Data shall remain in effect and continue to be binding.
- 12.15. 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.
- 12.16. 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.
- 12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be sent by email addressed as follows:

**To Class Counsel:**

Allen Graves  
allen@gravesfirm.com  
Jacqueline Treu  
jacqueline@gravesfirm.com  
The Graves Firm  
122 N. Baldwin Ave., Main Floor  
Sierra Madre, CA 91024

James Hawkins  
greg@jameshawkinsaplc.com  
Gregory Mauro  
greg@jameshawkinsaplc.com  
Michael Calvo  
michael@jameshawkinsaplc.com  
JAMES HAWKINS, APLC  
9880 Research Drive, Suite 200  
Irvine, CA 92618

Manny Starr  
manny@frontierlawcenter.com  
Adam Rose  
adam@frontierlawcenter.com  
FRONTIER LAW CENTER  
23901 Calabasas Road, #2074  
Calabasas, CA 91302

**To Defense Counsel:**

Jonathan M. Brenner  
jbrenner@ebglaw.com  
EPSTEIN BECKER & GREEN P.C.  
1925 Century Park East, Suite 500  
Los Angeles, CA 90067

Richard C. Rybicki  
rrybicki@rybickiassociates.com  
Jacqueline Loveless  
jl@rybickiassociates.com  
RYBICKI & ASSOCIATES, P.C.  
10 Executive Court, Suite 204  
Napa, CA 94558

Ronald C. Cohen  
rcohen@levatolaw.com  
LEVATOLAW, LLP  
2029 Century Park East, Suite 400  
Los Angeles, CA 90067

- 12.18. 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19. Stay of the Action. The Parties agree that upon the execution of this Agreement the Action shall be stayed except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

SO AGREED.

  
Ethan Collins (Mar 10, 2023 10:27 PST)

\_\_\_\_\_  
Ethan Collins  
Plaintiff

\_\_\_\_\_  
Mar 10, 2023

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maurice Frank  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Anthony Gonzalez  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
SG Ellison, Manager  
Golden Gate Bell, LLC

\_\_\_\_\_  
Date

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Jonathan M. Brenner, Epstein Becker & Green, P.C.  
Attorney for Defendant Golden Gate Bell, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Allen Graves, The Graves Firm  
Attorney for Plaintiff Ethan Collins

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Mauro, James Hawkins APLC  
Attorney for Plaintiff Maurice Frank

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manny Starr, Frontier Law Center  
Attorney for Plaintiff Robert Anthony Gonzalez

\_\_\_\_\_  
Date

SO AGREED.

  
Ethan Collins (Mar 10, 2023 10:27 PST)

Ethan Collins  
Plaintiff

Mar 10, 2023

Date

Maurice Frank  
Plaintiff

Date

Robert Anthony Gonzalez  
Plaintiff

Date

SG Ellison, Manager  
Golden Gate Bell, LLC

Date

**APPROVED AS TO FORM ONLY:**

Jonathan M. Brenner, Epstein Becker & Green, P.C.  
Attorney for Defendant Golden Gate Bell, LLC

Date

  
Allen Graves, The Graves Firm  
Attorney for Plaintiff Ethan Collins

3/13/23  
Date

Gregory Mauro, James Hawkins APLC  
Attorney for Plaintiff Maurice Frank

Date

Manny Starr, Frontier Law Center  
Attorney for Plaintiff Robert Anthony Gonzalez

Date

SO AGREED.

\_\_\_\_\_  
Ethan Collins  
Plaintiff

\_\_\_\_\_  
Date

DocuSigned by:  


\_\_\_\_\_  
3/9/2023

\_\_\_\_\_  
Maurice Frank  
Plaintiff

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Robert Anthony Gonzalez  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
SG Ellison, Manager  
Golden Gate Bell, LLC

\_\_\_\_\_  
Date

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Jonathan M. Brenner, Epstein Becker & Green, P.C.  
Attorney for Defendant Golden Gate Bell, LLC

\_\_\_\_\_  
Date

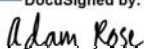
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Allen Graves, The Graves Firm  
Attorney for Plaintiff Ethan Collins

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gregory Mauro, James Hawkins APLC  
Attorney for Plaintiff Maurice Frank

\_\_\_\_\_  
March 09, 2023

\_\_\_\_\_  
Date

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03/09/23 | 4:17 PST

\_\_\_\_\_  
Manny Starr, Frontier Law Center  
Attorney for Plaintiff Robert Anthony Gonzalez

\_\_\_\_\_  
Date

SO AGREED.

Ethan Collins  
Plaintiff

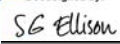
Date

Maurice Frank  
Plaintiff

Date

Robert Anthony Gonzalez  
Plaintiff

Date

DocuSigned by:  
  
SG Ellison, Manager  
Golden Gate Bell, LLC

3/29/2023  
Date

APPROVED AS TO FORM ONLY:



Jonathan M. Brenner, Epstein Becker & Green, P.C.  
Attorney for Defendant Golden Gate Bell, LLC

3/31/2023  
Date

Allen Graves, The Graves Firm  
Attorney for Plaintiff Ethan Collins

Date

Gregory Mauro, James Hawkins APLC  
Attorney for Plaintiff Maurice Frank

Date

Manny Starr, Frontier Law Center  
Attorney for Plaintiff Robert Anthony Gonzalez

Date

## **EXHIBIT A**

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

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

You may be eligible to receive money from a proposed Settlement involving current and former employees of Golden Gate Bell, LLC ("GGB"). The settlement resolves lawsuits brought by former GGB employees Maurice Frank, Ethan Collins, and Robert Anthony Gonzalez ("Plaintiffs"). Plaintiffs' lawsuits are collectively referred to as the "Action." The proposed Settlement covers individuals who worked for GGB in California as an hourly employee between July 18, 2014 and November 1, 2022 ("Class Period").

Based on GGB's records, your Individual Class Payment from the settlement is estimated to be \$ \_\_\_\_\_ (less withholding). This is just an estimate and the actual amount you receive may be different. The estimate is based on GGB's records showing that you worked \_\_\_\_\_ pay periods during for GGB in California as an hourly employee between July 18, 2014 and November 1, 2022.

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                     |                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing</b>                                                   | If you do nothing, you will receive a payment and you will give up your right to assert the claims against GGB that are covered by this Settlement (Released Claims).                                                                                                                                                |
| <b>Opt-out of the Class Settlement.</b>                             | You can opt-out of the Settlement by sending the Settlement Administrator a written Request for Exclusion (opt-out). If you exclude yourself, you will not waive any rights from the Settlement, but you will not be eligible for payment from the Class Settlement. THE DEADLINE TO OPT OUT IS <b>DATE</b> .        |
| <b>Object to the Class Settlement</b>                               | If you do not opt-out by submitting a Request for Exclusion, you can object to the Settlement by sending a written statement of your objection to the Settlement Administrator. THE DEADLINE TO OBJECT IS <b>DATE</b> .                                                                                              |
| <b>Participate in the Final Approval Hearing</b>                    | The Final Approval Hearing is scheduled to take place on <b>DATE</b> . 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.                                  |
| <b>You Can Challenge the Calculation of Your Individual Payment</b> | The amount of your Individual Class Payment depends on how many pay periods you worked during the Class Period. If you disagree with the number of pay periods listed, you can send a written challenge to the Settlement Administrator. THE DEADLINE TO MAIL A CHALLENGE TO THE LISTED PAY PERIODS IS <b>DATE</b> . |

**THE DEADLINE TO OPT OUT, OBJECT, OR DISPUTE PAY PERIODS IS **DATE**.**

**1. WHAT IS THE ACTION ABOUT?**

The Action being settled accuses GGB of violating California employment laws, including the failure to pay overtime wages, minimum wages, wages due upon termination, reporting time pay, and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements, and failing to keep required records. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”).

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

**2. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

The parties to the lawsuits have entered into a Settlement. The Court has not yet granted final approval of the settlement. Here are some of the important terms of the Settlement for which the parties are seeking approval:

- A. GGB Will Pay \$4,500,000. GGB has agreed to deposit \$4,500,000 into an account controlled by the Settlement Administrator if the Court grants Final Approval. The Administrator will use this “Gross Settlement Amount” to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees and Litigation Expenses Payment, Administrator Expenses Payment, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) and to individuals who worked during the PAGA Period.
- B. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following payments from the settlement fund:
  - (i) Up to \$1,800,000 (40% of the Gross Settlement) to Class Counsel for Class Counsel Fees and additionally reimbursement of litigation expenses up to \$80,000. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - (ii) Up to \$15,000 each for Plaintiffs Ethan Collins and Maurice Frank, and up to \$10,000 for Plaintiff Robert Anthony Gonzalez as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
  - (iii) Up to \$70,000 to the Settlement Administrator for services administering the Settlement.
  - (iv) Up to \$400,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
- C. 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 money by making Individual Class Payments to Participating Class Members.

- D. Taxes. Plaintiffs and GGB are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“**Wage Portion**”) and 80% to penalties and interest (“**Non-Wage Portion**”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. GGB 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 Form 1099 where required.

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

- E. Court 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.
- F. Settlement Administrator. The Court has appointed a neutral company, ILYM (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.
- G. Participating Class Members’ Release. Each Participating Class Member shall release the Released Parties from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the Operative Complaints in Case Nos. RG18913275, RG19037980, HG18919698, or alleged in Plaintiffs’ PAGA Notices, or that could have been alleged based upon the facts alleged in the Operative Complaint or PAGA Notices. The release shall include all of the following to the extent that they were alleged or could have been alleged based upon the facts stated in the operative complaint or notices: (a) any alleged failure by Defendant: (1) to pay wages, reporting time pay, minimum wages, or overtime; (2) to provide meal or rest periods or compensation in lieu thereof; (3) to provide compliant wage statements; (4) to timely pay wages during or at the end of alleged employment; (5) to reimburse for all necessary business expenses or other losses/expenditures; (6) to accurately record work hours and meal break periods; (b) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*, arising under the California Labor Code or Wage Orders based on the alleged failures set forth in (a)(1) through (a)(6) above; and (c) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(6) above; and (d) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of California Labor Code sections 201–204, 216, 226, 226.7, 226.8, 510, 512, 516, 558, 1182.11, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, or any other state or federal statute, rule and/or regulation (Wage Order), or similar causes

of action which any Settlement Class Member has or might have that was alleged or by reason of or in connection with any matter or fact set forth or referred to in the Operative Complaints or PAGA Notices, during the Class Period. Nothing in this Agreement shall release any claims that were not alleged in the Operative Complaints or PAGA Notices or could not have been alleged based on the facts alleged in the Operative Complaints or PAGA Notices. Nothing in this release shall release or limit any obligation created by this Agreement.

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

### 3. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Pay Periods worked by the individual Participating Class Member during the Class Period.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$100,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Pay Period Challenges. The number of Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, according to GGB records are stated in the first page of this Notice. You can submit your challenge by signing and sending a letter to the Administrator via mail. You should support your challenge by sending copies of pay stubs or other records. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and GGB's Counsel. **You have until DATE to challenge the number of Pay Periods credited to you.**

### 4. HOW WILL I GET PAID?

- A. 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.

- B. 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.

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

To opt out, send the Administrator signed letter with your name, current 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 Case Nos. RG18913275 and MSC21-00956. You must make the request yourself. If someone else makes the request for you, it will not be valid. **You have until DATE to mail any request to opt out of the Settlement.**

## 6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you opt out, you cannot object. If you choose not to opt-out but you disagree with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments, you can send a written statement to the Administrator. The Administrator will present all objections in a statement that will be filed with the Court.

If you decide to object to the Settlement, be sure to state why you object, and any facts that support your objection. Make sure you identify the Action RG18913275 and MSC21-00956 and include your name, current address, telephone number, and approximate dates of employment with GGB and sign the objection. **You have until DATE to mail any written objection.**

Alternatively, if you do not opt-out, you 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.

## 7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ in Department 39 of the Contra Costa Superior Court, located at 725 Court Street, Martinez, CA 94553. 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, Plaintiffs, 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 the Court's remote appearance system. You can find more information on remote appearances here: : <https://www.cc-courts.org/calendars/court-calendars.aspx>.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website \_\_\_\_\_ or the Court's website \_\_\_\_\_ for updates on the hearing date and time. You can also contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 8. HOW CAN I GET MORE INFORMATION?

To read the Settlement Agreement or other Settlement documents, to go to the Administrator's website at [www.ilymgroup.com](http://www.ilymgroup.com).

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://odyportal.cc-courts.org/portal>) and entering Case No. MSC21-00956. You can personally review court documents in person at the Clerk's office:

Court Records  
1111 Ward Street, Martinez, CA 94553  
Business Hours: 8:00 AM to 3:00 PM, Monday - Friday (excluding court holidays)  
(925) 608-1000

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

Class Counsel are:

Allen Graves  
[allen@gravesfirm.com](mailto:allen@gravesfirm.com)  
Jacqueline Treu  
[jacqueline@gravesfirm.com](mailto:jacqueline@gravesfirm.com)  
The Graves Firm  
122 N. Baldwin Ave., Main Floor  
Sierra Madre, CA 91024  
[gravesfirm.com](http://gravesfirm.com)

James Hawkins  
[greg@jameshawkinsaplc.com](mailto:greg@jameshawkinsaplc.com)  
Gregory Mauro  
[greg@jameshawkinsaplc.com](mailto:greg@jameshawkinsaplc.com)  
Michael Calvo  
[michael@jameshawkinsaplc.com](mailto:michael@jameshawkinsaplc.com)  
JAMES HAWKINS, APLC  
9880 Research Drive, Suite 200  
Irvine, CA 92618  
[jameshawkinsaplc.com](http://jameshawkinsaplc.com)

Manny Starr  
[manny@frontierlawcenter.com](mailto:manny@frontierlawcenter.com)  
Adam Rose  
[adam@frontierlawcenter.com](mailto:adam@frontierlawcenter.com)  
FRONTIER LAW CENTER  
23901 Calabasas Road, #2074  
Calabasas, CA 91302  
[frontierlawcenter.com](http://frontierlawcenter.com)

**9. HOW CAN I CONTACT THE SETTLEMENT ADMINISTRATOR?**

You can reach the Administrator at:

Settlement Administrator: [NAME]  
Name of Company: IYLM Group  
Email Address: [INSERT]  
Mailing Address: 14771 Plaza Dr.; Unit L; Tustin, CA 92780  
Website: [www.ilymgroup.com](http://www.ilymgroup.com)  
Telephone: [INSERT]

**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.