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of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

NICOLAS GONZALEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BEAR DOWN BRANDS, LLC, a limited
liability company; a limited liability company;
and DOES 1-20, inclusive,

Defendants.

Case No.: 30-2023-01340515-CU-OE-CXC

Assigned For All Purposes To:

Judge: Hon. Layne H. Melzer

Dept.: CX-102

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: August 7, 2023

Trial Date: None Set

1 This matter came on for hearing on September 24, 2026 at 2:00 p.m. in Department CX-
2 102 of the above-captioned court on the Motion for an Order Granting Preliminary Approval of
3 Class Action Settlement.

4 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
5 Settlement (Register of Action 61); the Points and Authorities and Declarations filed in support
6 thereof (Register of Action 61); the Amended Class/PAGA Action Settlement Agreement
7 (“Settlement Agreement”), attached as Exhibit 1 to the Supplemental Declaration of Christopher
8 A. Adams (Register of Action Number 73); and the Court Approved Notice of Class Action and
9 PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”), which is attached
10 hereto as Exhibit A; and in recognition of the Court’s duty to make a preliminary determination as
11 to the reasonableness of any proposed class action settlement, and if preliminarily determined to
12 be reasonable, to ensure proper notice is provided to class members in accordance with due
13 process requirements, and to set a Final Fairness Hearing to consider the proposed settlement as to
14 the good faith, fairness, adequacy and reasonableness of any proposed settlement, **HEREBY**
15 **MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

16 The Court finds on a preliminary basis that the Settlement Agreement, incorporated in full
17 by this reference and made part of this Order Granting Preliminary Approval of Class Action
18 Settlement, appears to be in the range of reasonableness of a settlement which could ultimately be
19 given final approval by this Court. The Court notes that Defendant Bear Down Brands, LLC
20 (“Defendant”) has agreed to pay a non-reversionary Gross Settlement Amount of \$149,250 which
21 amount will be fully funded and paid out by Defendant provided certain conditions of the
22 Settlement Agreement are met. Specifically, this amount includes the following: (1) Plaintiff’s
23 attorneys’ fees not to exceed one-third of the Gross Settlement Amount (i.e., \$49,750); (2)
24 Plaintiff’s attorneys’ reasonable litigation costs (not to exceed \$12,000); (3) costs of administering
25 the settlement (not to exceed \$6,550); (4) a service payment for Plaintiff and Class representative
26 Nicolas Gonzalez not to exceed \$5,000; and (5) PAGA penalties of \$12,500, of which 75 percent
27 to be paid to California (i.e., \$9,375) and 25 percent to remain a part of the settlement fund for the
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1 PAGA Employees (i.e., \$3,125). (ROA 71.) In addition, as described in the Settlement
2 Agreement and below, Defendant will receive a credit of \$37,250 for money already paid to
3 individual *Pick Up Stix* Settled Class Members as a result of this Action. (ROA 71.) After
4 deduction of these amounts, the remaining Net Settlement Amount of approximately \$27,666.67
5 will be distributed to Participating Class Members based on the number of workweeks worked
6 during the Class Period. (ROA 71.)

7 Defendant will pay out the entirety of the Net Settlement Amount to Participating Class
8 Members. It appears to the Court on a preliminary basis that the settlement amount is fair and
9 reasonable to the Class when balanced against the probable outcome of further litigation relating
10 to class certification, liability and damages issues and potential appeals. It further appears that
11 significant investigation, research, and litigation has been conducted such that counsel for the
12 parties at this time are able to reasonably evaluate their respective positions. It further appears that
13 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
14 further prosecution of the litigation. It further appears that the proposed settlement has been
15 reached as the result of intensive, serious, and non-collusive negotiations between the parties.

16 **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR AN ORDER**
17 **GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS**
18 **HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE**
19 **COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED**
20 **FOR SETTLEMENT PURPOSES ONLY, AND THAT CHRISTOPHER A. ADAMS,**
21 **LEVON S. YEPREMIAN, VACHE A. THOMASSIAN AND CASPAR JIVALAGIAN OF**
22 **KJT LAW GROUP LLP, BE CONDITIONALLY AND PRELIMINARILY APPOINTED**
23 **CLASS COUNSEL.**

24 **MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:**

25 The Class provisionally certified by this Order for settlement purposes is as follows:

26 “Class Member” means all means all current and former non-exempt employees employed
27 by Defendant in California during the Class Period. The “Class Period” means the period from
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1 August 7, 2019 to October 22, 2025.

2 “PAGA Employee” means any Class Member who worked for Defendant as non-exempt
3 employees in California during the PAGA Period of June 2, 2022 to October 22, 2025. X.

4 “PAGA Period” means the period from June 2, 2022 to October 22, 2025.

5 The Court finds that (a) the Class is so numerous that joinder of all Class Members is
6 impracticable; (b) The claims of Plaintiff Nicolas Gonzalez are typical of the Class Members’
7 claims; (c) there are questions of law and fact common to the Class, which predominate over any
8 questions affecting only individual Class Members; and (d) class certification is superior to other
9 available methods for the fair and efficient adjudication of the controversy and to effectuate the
10 Settlement.

11 The Court finds that the Class Notice (attached as Exhibit A to this Order) comports with
12 all constitutional requirements including those of due process.

13 The Court further finds that the proposed Class Notice adequately advises the Class about:
14 (a) the terms of the proposed Settlement and the benefits available to each Class Member; (b) each
15 Class Member’s right to object to and/or opt out of the Settlement and the timing and procedures
16 for doing so; (c) the temporary and conditional certification of the Class for settlement purposes
17 only; (d) preliminary Court approval of the proposed Settlement; (e) timing and procedures for
18 distributing the settlement funds to the Participating Class Members; and (f) the date of the Final
19 Fairness Hearing as well as the rights of members of the Class to file documentation in support of
20 or in opposition to and appear in connection with said hearing.

21 The Court further approves ILYM Group, Inc. (“Settlement Administrator”) as the
22 settlement administrator.

23 **ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY**
24 **APPROVES THE PROPOSED NOTICE TO THE CLASS AND FINDS** that mailing to the
25 last known address to members of the Class, as specifically described within the Settlement
26 Agreement, constitutes an effective method of notifying Class Members of their rights with respect
27 to the Class Action and proposed Settlement.
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1 **ACCORDINGLY, IT IS HEREBY ORDERED** that:

2 The Class is provisionally certified as a class as defined above.

3 **IT IS FURTHER ORDERED** that Defendant shall within 14 calendar days of this Order
4 provide the Settlement Administrator with (i) each Class Member's full name; (ii) each Class
5 Member's last known address; (iii) each Class Member's last known telephone number; (iv) each
6 Class Member's Social Security number; and (v) each Class Member's start and end dates of
7 employment in a non-exempt position in California.

8 **IT IS FURTHER ORDERED** that the Settlement Administrator shall, within 14 calendar
9 days after receiving the Class Data, and pursuant to the terms of the Settlement Agreement,
10 exercise its best judgment to determine the current mailing address for each Class Member and
11 then mail the Class Notice to the Class by First Class, regular U.S. mail, postage pre-paid, using
12 the most current mailing address available. In the event that a Class Notice is returned to the
13 Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the
14 Class Notice to the forwarding address affixed thereto. If no forwarding address is provided, then
15 the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip
16 Traces" or "Credit Header" searches, to locate a better address. If a better address is found, the
17 Settlement Administrator will promptly re-send the Class Notice. If, at any time prior to the opt
18 out deadline, a Class Member contacts the Settlement Administrator, or if Class Counsel does so
19 on his or her behalf, to advise of a change in address, the Class Notice will be re-mailed to the
20 address the Class Member (or Class Counsel) provides. In the event the procedures set forth
21 herein are followed and the intended recipient of a Class Notice still does not receive the Class
22 Notice, the intended recipient will be a Class Member and will be bound by all terms of the
23 Settlement and the Order of Final Approval entered by the Court.

24 **IT IS FURTHER ORDERED** that any Request for Exclusion must be postmarked or
25 delivered no later than 60 calendar days after the Class Notice is first mailed or re-mailed (if
26 applicable), whichever is later, to the Class (or re-mailed to the Class Member), and must be
27 received by the Settlement Administrator to be valid.

1 **IT IS FURTHER ORDERED** that any dispute submitted by a Class Member regarding
2 the weeks of employment credited to that Class Member under the proposed Settlement must be
3 postmarked no later than 60 calendar days after the date when the Class Notice is first mailed or
4 re-mailed (if applicable), whichever is later, to the Class (or re-mailed to the Class Member), to be
5 considered.

6 **IT IS FURTHER ORDERED** that Class Notice will provide that Class Members who
7 wish to object to the Settlement must send to the Settlement Administrator a written statement
8 objecting to the Settlement, no later than 60 calendar days after the date the Class Notice is first
9 mailed or re-mailed (if applicable), whichever is later, by the Settlement Administrator. Such
10 objection must: contain a statement of the Class Member's objections, a statement advising if the
11 objecting Class Member plans to address the Court at the Settlement Fairness Hearing, and any
12 legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court.
13 The Settlement Administrator shall file all such objections with the Court prior to the Final
14 Fairness Hearing.

15 **IT IS FURTHER ORDERED** that the Final Fairness Hearing shall be held before the
16 undersigned on January 28, 2027, at 2:00 p.m., in Department CX-102 of the Superior Court
17 for the State of California County of Orange, located at 751 W Santa Ana Blvd., Santa Ana,
18 California 92701 or via remote hearing, to consider the fairness, adequacy and reasonableness of
19 the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to
20 consider the application of Class Counsel for an award of reasonable attorneys' fees and costs, and
21 the Class Representative Service Payment.

22 **IT IS FURTHER ORDERED** that any Party to this case, including any Class Member, in
23 person or by counsel, may be heard, to the extent allowed by the Court, in support of, or in
24 opposition to, the Court's determination of the good faith, fairness, reasonableness and adequacy
25 of the proposed Settlement, the requested attorneys' fees and costs, the requested Class
26 Representative Service Award, and any Order of Final Approval and Judgment regarding such
27 Settlement, fees, costs and enhancement.

1 **IT IS FURTHER ORDERED** that all briefs regarding the Settlement shall be served and
2 filed in accordance with the following briefing schedule: All briefs and materials in support of an
3 Order of Final Approval and application for attorneys' fees and costs shall be filed with this Court
4 on or before January 5, 2027. Response briefs, if any, in opposition to objections shall be filed
5 with this Court no later than January 14, 2027. The Settlement Administrator's report shall be
6 filed be with this Court no later than January 5, 2027. Any objections to the Settlement and briefs
7 regarding such objections shall be filed with this Court and served in accordance with the
8 Settlement Agreement no later than 60 days, after the first mailing or the re-mailing (if applicable)
9 of the Class Notices, whatever is later.

10 **IT IS FURTHER ORDERED** that, in the event of final approval and the occurrence of
11 the Effective Settlement Date, all Participating Class Members, and their successors, shall
12 conclusively be deemed to have given full releases of the Released Claims against the Released
13 Parties, and all Class Members (other than opt outs) and their successors, shall be permanently
14 enjoined and forever barred from asserting any Released Claims against any Released Party as
15 described by the Settlement Agreement.

16 **IT IS FURTHER ORDERED** that, pursuant to CCP section 664.6 and California Rules
17 of Court section 3.769(h), the Court will retain jurisdiction over the Parties, Action, and the
18 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
19 settlement administration matters, and (iii) addressing such post-Judgment matters as are
20 permitted by law.

21 **IT IS FURTHER ORDERED** that, if for any reason the Court does not execute and file
22 an Order of Final Approval and Judgment does not occur for any reason whatsoever, the
23 Settlement Agreement and the proposed Settlement which is the subject of this Order and all
24 evidence and proceedings had in connection therewith shall be without prejudice to the status quo
25 ante rights of the parties to the litigation as more specifically set forth in the Settlement
26 Agreement.

27 **IT IS FURTHER ORDERED** that, pending further order of this Court, all proceedings in
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1 this matter except those contemplated herein and in the Settlement Agreement are stayed.

2 The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing
3 from time to time without further notice to the Class.

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IT IS SO ORDERED.

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October 01, 2026

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Dated: _____

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Honorable Layne H. Melzer

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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 Defendant 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 via mail, email, or fax the Administrator a written Election Not To Participate Form. 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. Defendant 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 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 by sending via mail, email, or fax the Administrator a written Notice of Objection To Class Action Settlement Form. 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 and/or Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depends, in part, 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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's 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 **Defendant will not retaliate against you for any actions you take with respect to the**
2 **proposed Settlement**

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

4 Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating
5 California labor laws by failing to pay overtime wages, minimum wages, wages due upon
6 termination and reimbursable expenses, and failing to provide meal periods, rest breaks and
7 accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim
8 for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et*
9 *seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Christopher A. Adams,
10 Vache A. Thomassian, Caspar Jivalagian, and Levon S. Yepremian of KJT Law Group LLP.,
230 North Maryland Avenue, Suite 306, Glendale, CA 91206 (“Class Counsel”).

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

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

12 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
13 merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an
14 effort to resolve the Action by negotiating an end to the case by agreement (settle the case)
15 rather than continuing the expensive and time-consuming process of litigation. The negotiations
16 were ultimately successful. By signing a lengthy written settlement agreement (“Agreement”)
17 and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the
Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the
Court’s Final Approval. The judgment, whether favorable or not, will be binding on all Class
Members who do not request exclusion.

18 Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to
19 settle, Defendant does not admit any violations or concede the merit of any claims.

20 The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate,
21 authorized this Notice, and scheduled a hearing to determine Final Approval.

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

22 **1. Defendant Will Pay \$149,250 as the Gross Settlement Amount (Gross Settlement).** Defendant
23 has agreed to deposit the Gross Settlement into an account controlled by the Administrator of
24 the Settlement. Assuming the Court grants Final Approval, Defendant will fund the Gross
25 Settlement in one lump sum. Defendant shall pay one lump sum of \$149,250 not more than 45
26 days after the Judgement entered by the Court becomes final. The Judgement will be final on
27 the date the Court enters Judgement, or a later date if Participating Class Members object to
28 the proposed settlement or the Judgement is appealed. 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 Workforce
Development Agency (“LWDA”) in proportionate share within 15 days of receiving the Gross

Settlement.

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 \$49,750.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$12,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000 as a Class Representative 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 \$6,550 to the Administrator for services administering the Settlement.
- D. Up to \$12,500 for PAGA Penalties, allocated 75% (\$9,375) to the LWDA PAGA Payment and 25% (\$3,125) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
- E. Defendant will receive a credit of \$37,250.00 for money already paid to individual *Pick Up Stix* Settled Class Members as a result of the Action.

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") according to the schedule outlined in Section 4 below by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks and whether they previously received payment from Defendant as part of an individual agreement between the applicable Participating Class Members and Defendant.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Defendant 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

1 have any questions about the tax consequences of the proposed Settlement.

2 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
3 Class Payments and Individual PAGA Payments will show the date when the check expires
4 (the void date). If you don't cash it by the void date, your check will be automatically
5 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
6 Fund in your name. If the monies represented by your check is sent to the Controller's
7 Unclaimed Property, you should consult the rules of the Fund for instructions on how to
8 retrieve your money.

9 6. Election Not Participate in the Class Settlement (Opt-Outs). You will be treated as a
10 Participating Class Member, participating fully in the Class Settlement, unless you notify the
11 Administrator in writing, not later than _____, that you wish to opt-out.
12 The easiest way to notify the Administrator is to complete and send the Election Not to
13 Participate Form included with this Notice to the Administrator by [DATE]. The Election Not
14 to Participate should be a letter from a Class Member or his/her representative setting forth a
15 Class Member's name, present address, telephone number, and a simple statement electing to
16 be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class
17 Members) will not receive Individual Class Payments, but will preserve their rights to
18 personally pursue wage and hour claims against Defendant.

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

23 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
24 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
25 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal.
26 Plaintiff and Defendant have agreed that, in either case, the Settlement will be void:
27 Defendant will not pay any money and Class Members will not release any claims against
28 Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
(the "Administrator") to send this Notice, calculate and make payments, and process Class
Members' Election Not To Participate. The Administrator will also decide Class Member
Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform
other tasks necessary to administer the Settlement. The Administrator's contact information is
contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and
Defendant has fully funded the Gross Settlement and separately paid all employer payroll
taxes, Participating Class Members will be legally barred from asserting any of the claims
released under the Settlement. This means that unless you opted out by validly excluding
yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other
lawsuit against Defendant or related entities for wages based on the Class Period facts and
PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
Settlement.

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

2 All Participating Class Member, on behalf of themselves, their heirs, successors, and
3 assigns, release Defendant and the Released Parties of all the claims asserted or that
4 could have been alleged arising out of the facts, circumstances, and primary rights at
5 issue in the operative complaints and any amendments thereto which occurred during
6 the Class Period; and, expressly excluding claims for vested benefits, wrongful
termination, unemployment insurance, disability, social security, workers'
compensation, and class claims outside of the Class Period

- 7 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and
8 Defendant has paid the Gross Settlement (and separately paid the employer-side payroll
9 taxes), all Aggrieved Employees will be barred from asserting PAGA claims against
10 Defendant, whether or not they exclude themselves from the Settlement. This means that all
11 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 Defendant or its related entities based on the PAGA Period facts alleged in the
Action and resolved by this Settlement.

12 The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as
13 follows:

14 PAGA Employees on behalf of themselves, their heirs, successors, and assigns, release
15 Defendant and the Released Parties of all the PAGA claims asserted or that could have
16 been alleged arising out of the facts, circumstances, and primary rights at issue in the
17 operative complaints and any amendments thereto which occurred during the PAGA
Period; and, expressly excluding claims for vested benefits, wrongful termination,
unemployment insurance, disability, social security, workers' compensation, and
PAGA claims outside of the PAGA Period.

18 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- 19 1. Individual Class Payments. Each *Pick Up Stix* Unsettled Class Member (in other
20 words, Class Members who did not already receive an individual payment from Defendant)
21 will receive \$250.00 to equalize the distribution of the funds and prevent unfairness with
22 respect to the treatment of the Participating Class Members. The Settlement Administrator
23 will then allocate the remainder of the Net Settlement Amount to Participating Class
24 Members. It will do so by dividing the remainder of the Net Settlement Amount by the total
25 number of Class Period Work Weeks that occurred during the Class Period. The Settlement
Administrator will then multiple that amount by each Participating Class Member's Class
Period Work Weeks. The pro-rata amount is in addition to the \$250.00 payment used to
equalize the distribution.
- 26 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
27 Payments by (a) dividing \$3,125 by the total number of PAGA Pay Periods worked by all
28 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay
Periods worked by each individual Aggrieved Employee.

- 1 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
2 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
3 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You
4 have until _____ to challenge the number of Workweeks and/or Pay Periods
5 credited to you. You can submit your challenge by signing and sending a letter via mail,
6 email or fax or by completing and sending the Class Workweek and Pay Period Dispute Form
7 included with this Notice to the Administrator via mail, email or fax. Section 9 of this Notice
8 has the Administrator's contact information.

9 You need to support your challenge by sending copies of pay stubs or other records. The
10 Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on
11 Defendant's records as accurate unless you send copies of records containing contrary
12 information. You should send copies rather than originals because the documents will not be
13 returned to you. The Administrator will resolve Workweek and/or Pay Period challenges
14 based on your submission and on input from Class Counsel (who will advocate on behalf of
15 Participating Class Members) and Defendant's Counsel. The Administrator and the Parties
16 will attempt to resolve any disputes regarding the validity of any Class Member's allocation
17 of Workweeks/Pay Periods, but the Court ultimately will decide any unresolved disputes.

12 5. HOW WILL I GET PAID?

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

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

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

22 Complete and submit via mail, email, or fax the Election Not To Participate Form included with
23 this Notice to the Administrator, or submit via mail, email, or fax a written and signed letter with
24 your name, present address, telephone number, and a simple statement that you do not want to
25 participate in the Settlement to the Administrator. The Administrator will exclude you based on
26 any writing communicating your request be excluded. Be sure to personally sign your request,
27 identify the Action as *Nicolas Gonzalez v. Bear Down Brands, LLC*, Case No.30-2023-01340515-
28 CU-OE-CXC, 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, other than your representative, makes the
request for you, it will not be valid. **The Administrator must be sent your request to be
excluded by _____, or it will**

1 **be invalid.** Section 9 of the Notice has the Administrator's contact information.

2 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

3 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
4 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
5 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
6 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections via
7 mail, email, or fax to the Administrator is _____.** Be sure to tell the Administrator what
8 you object to, why you object, and any facts that support your objection. Make sure you identify
9 the Action _____ and include your name, current address,
10 telephone number, and approximate dates of employment for Defendant and sign the objection.
11 You can also use the Notice of Objection To Class Action Settlement Form included with this
12 Notice. Section 9 of this Notice has the Administrator's contact information.

13 At least 16 court days before the _____ Final Approval Hearing, Class
14 Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among
15 other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation
16 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees
17 and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative
18 Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section
19 9 of this Notice) will send you copies of these documents at no cost to you. You can also view
20 them on the Administrator's Website: _____ (url) _____ or the Court's website
21 <https://www.occourts.org/online-services>.

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

27 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

28 You can, but don't have to, attend the Final Approval Hearing on (date) at (time) in Department
CX-102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd. Santa Ana,
California 92701. 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 judgment, whether favorable or not, will be binding on all Class Members
who do not request exclusion. 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 remote hearings at [https://m.https://www.occourts.org/general-](https://m.https://www.occourts.org/general-information/remote-appearance-information)
[information/remote-appearance-information](https://m.https://www.occourts.org/general-information/remote-appearance-information). 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 _____ beforehand or contact Class
Counsel to verify the date and time of the Final Approval Hearing.

1 **9. HOW CAN I GET MORE INFORMATION?**

2 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
3 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
4 Settlement documents is to go to _____ (specify entity) _____'s website at
5 _____. You can also telephone or send an email to Class Counsel
6 or the Administrator using the contact information listed below. You can also make an
7 appointment to personally review court documents in the Clerk's Office at the Orange County
8 Superior Court by calling (657) 622-6878.

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

11 Class Counsel:

12 KJT LAW GROUP LLP

13 Christopher A. Adams (chris@kjtlawgroup.com)

14 Vache A. Thomassian (vache@kjtlawgroup.com)

15 Caspar Jivalagian (caspar@kjtlawgroup.com)

16 Levon S. Yepremian (levon@kjtlawgroup.com)

17 230 N. Maryland Ave., Suite 306

18 Glendale, CA 91206

19 818.507.8525

20 Settlement Administrator: Name of Company: ILYM Group, Inc.

21 Email Address:

22 Mailing Address:

23 Telephone: