

**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 \$<<ESA>> (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 <<PP>> pay periods 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 September 11, 2023.
<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 September 11, 2023.
<b>Participate in the Final Approval Hearing</b>	The Final Approval Hearing is scheduled to take place on October 19, 2023. 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 September 11, 2023.

**THE DEADLINE TO OPT OUT, OBJECT, OR DISPUTE PAY PERIODS IS SEPTEMBER 11, 2023.**

**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 withholding 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.

- H. 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 September 11, 2023, 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 in 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 a 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 for your request to 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 September 11, 2023, 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 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 September 11, 2023, 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 do not have to, attend the Final Approval Hearing on October 19, 2023, at 9:00 a.m. in Department 12 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 comments 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 [www.ilymgroup.com/GGB](http://www.ilymgroup.com/GGB) or the Court's website <https://www.cc-courts.org/> 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/GGB](http://www.ilymgroup.com/GGB).

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)  
Telephone: (925) 608-1000

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

### **Class Counsel are:**

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

You can reach the Administrator at:

Settlement Administrator: ILYM Group, Inc.

Email Address: [claims@ilymgroup.com](mailto:claims@ilymgroup.com)

Mailing Address: P.O. Box 2031, Tustin, CA 92781

Website: [www.ilymgroup.com/GGB](http://www.ilymgroup.com/GGB)

Telephone: (888) 250-6810

## **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.