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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

Robert Anthony Gonzalez, Maurice Frank  
and Ethan Collins, individuals, appearing  
on behalf of themselves and on behalf of  
all others similarly situated,

Plaintiffs,

v.

Golden Gate Bell, LLC and DOES 1  
to 100,

Defendants.

Case No. MSC21-00956

**NOTICE OF ORDER GRANTING  
PRELIMINARY APPROVAL**

Dept.: 12

Judge: Hon. Charles Treat



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**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE THAT the Court has entered the attached Order:

(1) Preliminarily Approving Class and PAGA Settlement; (2) Directing Distribution of Settlement; and (3) Setting A Hearing for Final Approval of the Settlement in the above-captioned matter.

Dated: July 3, 2023

THE GRAVES FIRM

By: \_\_\_\_\_



ALLEN GRAVES

Attorney for Plaintiff  
Ethan Collins



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FILED  
JUN 28 2023  
KIMBERLY CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
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21 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
22 COUNTY OF CONTRA COSTA COUNTY

23 Robert Anthony Gonzalez, Maurice Frank  
24 and Ethan Collins, individuals, appearing  
25 on behalf of themselves and on behalf of  
26 all others similarly situated,

27 Plaintiffs,

28 v.

Golden Gate Bell, LLC and DOES 1  
to 100,

Defendants.

Case No. MSC21-00956

**~~REVISED [PROPOSED]~~ ORDER:**

- (1) PRELIMINARILY APPROVING  
CLASS ACTION AND PAGA  
SETTLEMENT;**  
**(2) DIRECTING DISTRIBUTION OF  
NOTICE OF SETTLEMENT; AND**  
**(3) SETTING A HEARING FOR FINAL  
APPROVAL OF THE SETTLEMENT**

Date: June 22, 2023  
Time: 9:30 A.M.  
Dept.: 12  
Judge: Hon. Charles Treat



1 ~~REVISED [PROPOSED]~~ ORDER

2 Having reviewed the Parties' Class Action and PAGA Settlement Agreement  
3 ("Agreement") and proposed Notice of Settlement of Class Action, along with the  
4 pleadings and papers filed in this action, and in recognition of the Court's duty to make a  
5 preliminary determination of the fairness, adequacy and reasonableness of any proposed  
6 class-wide and PAGA settlements and to ensure proper notice is provided to class  
7 members in accordance with California law, the California Rules of Court, and the  
8 requirements of due process, the Court hereby ORDERS as follows:

9 1. In this order, the term "Action" means, collectively, the above-captioned  
10 matter, as well as the consolidated matter of *Frank, et al. v. Golden Gate Bell, LLC*, Case.  
11 No. RG18913275 (consolidated with cases RG19037980 and HG18919698), pending in  
12 the Alameda County Superior Court.

13 2. In this order, the term "Defendant" shall refer to Golden Gate Bell, LLC.

14 3. In this order, the term "Parties" shall refer collectively to all named  
15 Plaintiffs in the Action, and Defendant.

16 4. In this order, the term "Class Period" means the period from July 18, 2014  
17 through November 1, 2022.

18 5. In this order, "PAGA Period" means the period from June 25, 2017 to  
19 November 1, 2022.

20 6. In this order, "Class" means all individuals employed by Defendant in  
21 California as non-exempt employees during the Class Period.

22 7. In this order, "Class Member" means a member of the Class.

23 8. In this order, the term "Aggrieved Employees" means all individuals  
24 employed by Defendant as non-exempt employees in California during the PAGA Period  
25 (individually, an "Aggrieved Employee").

26 9. In this order the term "Class Pay Period" means any Pay Period during  
27 which a Class Member worked for Defendant in California as an hourly employee for at  
28 least one day during the Class Period.



1           10.     In this order, the term “PAGA Pay Period” means any Pay Period during  
2     which an Aggrieved Employee worked in California as an hourly employee for Defendant  
3     for at least one day during the PAGA Period.

4           11.     For settlement purposes only, the prerequisites for a class action have been  
5     satisfied, and the Court hereby conditionally certifies the following Settlement Class:  
6     all individuals employed by Defendant in California as non-exempt employees during the  
7     Class Period.

8           12.     The Court appoints and designates the following individuals as class  
9     representatives: Plaintiffs Ethan Collins, Maurice Frank and Robert Anthony Gonzalez.

10          13.     The Court appoints and designates the following as Class Counsel:  
11     Allen Graves of The Graves Firm, 122 N. Baldwin Ave., Main Floor, Sierra Madre,  
12     California 91024; James R. Hawkins of James Hawkins APLC, located at 9880 Research  
13     Dr., Suite 200, Irvine, CA 92618; and Manny Starr of Frontier Law Center, located at  
14     23901 Calabasas Rd., Suite 2074, Calabasas, CA 91302.

15          14.     The Court appoints and designates ILYM Group as the Settlement  
16     Administrator, and directs the Settlement Administrator to comply with its duties and  
17     responsibilities as set forth in the Settlement Agreement.

18          15.     The Court finds, subject only to such objections as may be raised to final  
19     approval, that the Settlement is fair, adequate and reasonable to Settlement Class  
20     Members when balanced against the uncertainty and probable outcome of further  
21     litigation, including liability and damages issues. It further appears that investigation,  
22     research, and litigation have been conducted such that counsel for the Parties have been  
23     able to reasonably evaluate their respective positions, and that the Settlement terms confer  
24     substantial benefits upon the Settlement Class. It further appears that the proposed  
25     Settlement has been reached as the result of informed, non-collusive negotiations between  
26     the Parties, as the Parties participated in multiple mediations and reached a settlement as a  
27     result of extensive arm’s length negotiations with experienced mediator Tripper Ortman.



1 Notably, the settlement was reached after several failed mediations, and after extensive  
2 negotiations between the parties both with the mediator and after the mediations.

3 16. The form and content of the proposed Notice of Settlement attached hereto  
4 as Exhibit 1 is approved. The Court finds that the proposed Notice of Settlement fairly,  
5 plainly, accurately and reasonably informs Settlement Class Members of all important  
6 information regarding the Settlement. The Court further finds that the form, content and  
7 method of disseminating notice to the Settlement Class (as set forth in the Settlement  
8 Agreement) comply with California law, the California Rules of Court, and the  
9 requirements of due process, and that they provide the best practicable notice under the  
10 circumstances. The Court further finds that the methods of exclusion from the Settlement  
11 Class and objection to the Settlement, as set forth in the Settlement Agreement, are  
12 consistent with California law, the California Rules of Court, and the requirements of due  
13 process, and are fair, adequate, and reasonable.

14 17. Within ten (10) days after the Court grants preliminary approval, Defendant  
15 shall provide the Settlement Administrator with all of the following information for each  
16 Class Member ("Class Data"): (1) name, (2) last-known mailing address, (3) Social  
17 Security number, (4) telephone number, and (5) number of Class Pay Periods and PAGA  
18 Pay Periods worked by each Class Member.

19 18. No later than fourteen (14) days after Defendant provides the Settlement  
20 Administrator with the Class Data, the Settlement Administrator will send to each Class  
21 Member the Notice, Objection Form, and Opt-Out form ("Notice Packet") via U.S. Mail.

22 19. Prior to mailing the Notice Packet to each Class Member, the Settlement  
23 Administrator shall update Class Member addresses using the National Change of  
24 Address database.

25 20. All objections, requests for exclusion, or challenges to individual settlement  
26 amounts shall be postmarked by forty-five (45) days after the Settlement Administrator  
27 mails the Notice to the Class ("Response Deadline").  
28



1           21.    If any Notice is returned to the Settlement Administrator with a forwarding  
2 address for the recipient, the Settlement Administrator will, within three (3) business days,  
3 re-mail to that updated address.

4           22.    If no forwarding address is provided, the Settlement Administrator shall  
5 search for an appropriate address using the National Change of Address Database and  
6 such skip tracing services as the Settlement Administrator deems appropriate.

7           23.    The Settlement Administrator shall have no obligation to make further  
8 attempts to locate or send the Notice Packet to Class Members whose Notice Packet is  
9 returned by the USPS a second time.

10          24.    For any Class Member whose notice is re-mailed, the deadline to object,  
11 submit a challenge to pay period counts or submit a request for exclusion shall be  
12 extended to 14 days beyond the Response Deadline.

13          25.    If, prior to the Response Deadline, the Parties jointly identify additional  
14 Class Members, the Settlement Administrator shall send, via email or overnight delivery,  
15 a Notice Packet to such Class Members. If such notice is sent after the initial notice  
16 mailing date, the deadline for the newly-added Class Members to object, request  
17 exclusion, or submit challenges to pay period counts shall be extended to fourteen (14)  
18 days beyond the Response Deadline.

19          26.    A final Fairness Hearing shall be held before the undersigned in Department  
20 12 of this Court on October 19, 2023 at 9:00 a.m. Class Counsel Graves shall file the  
21 motion for final approval and motion for approval of service payments, attorney fees and  
22 costs no less than sixteen (16) court days before the Final Fairness Hearing.

23          27.    The page limit with regard to the motion for final approval, and the motion  
24 for approval of service payments, attorney fees, and costs is extended to 25 pages for each  
25 brief.  
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1           28. This Order incorporates the findings of the tentative ruling attached hereto  
2 as Exhibit B, with the notation that Plaintiff's seek fees equal to 40%, of the settlement,  
3 not one-third as described in the attached Exhibit B. As noted in the attached Exhibit B,  
4 the fee award will not be considered at this time, but only as part of final approval.  
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6           **IT IS SO ORDERED.**  
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8  
9 DATED:         JUN 28 2023        



Hon. Charles S. Treat  
Judge of the Superior Court



**Exhibit B**



SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY  
MARTINEZ, CA  
DEPARTMENT 12  
JUDICIAL OFFICER: CHARLES S TREAT  
HEARING DATE: 06/22/2023

extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Although *Lafitte* concerns a class action, not a PAGA-only case, this Court views the use of a lodestar cross-check as appropriate here. Plaintiffs’ counsel have provided a breakdown and documentation of their lodestar figure of \$283,000, which exceeds the fee requested; thus, the lodestar multiplier is approximately 0.68. This appears appropriate in light of the risks of the case and the results achieved.

The statute does not expressly address how the 25% plaintiff’s share of the penalties is to be allocated among all of the aggrieved employees. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 382.) One court has held, however, that the entire 25% share of penalties could not be awarded to the named plaintiff. (*Moorer v. Noble L.A. Events, Inc.* (2019) 32 Cal.App.5th 736, 742-43.) In *Moorer*, the plaintiff had claim worth about \$9,500, yet was collecting penalties of \$148,000, and keeping the entire employee share, causing the court to be concerned that the plaintiff had lost sight of the fact that the purpose of the action is to benefit the public, not private parties. Allocation based on pay periods is reasonable here.

**C. Conclusion**

The proposed settlement is approved. Counsel are directed to prepare an order including the Court’s ultimate order, the other provisions submitted in the proposed order, and a separate corresponding judgment. The order would include a compliance hearing for a suitable date chosen in consultation with the Department’s clerk by phone. One week before the compliance hearing, counsel shall file a compliance statement. Ten percent of the attorney’s fees shall be withheld by the Administrator pending the compliance hearing. Counsel will also be expected to update and document the actual litigation costs to be reimbursed.

9. 9:00 AM CASE NUMBER: MSC21-00956  
CASE NAME: GONZALEZ VS GOLDEN GATE BELL  
\*HEARING ON MOTION IN RE: PRELIMINARY APPROVAL  
FILED BY: GONZALEZ, ROBERT ANTHONY  
\*TENTATIVE RULING:\*

Plaintiffs Robert Gonzalez, Maurice Frank, and Ethan Collins move for preliminary approval of their class action and PAGA settlement with defendant Golden Gate Bell, LLC. The motion is **granted**.

**A. Background and Settlement Terms**

Defendant operates a number of Taco Bell restaurants throughout the area. Plaintiffs were employed at various times at some of those restaurants.

The present Gonzalez complaint was filed on January 5, 2021, and subsequently amended. This settlement also covers two other cases asserting similar claims. Plaintiff Frank filed his complaint in



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Alameda County in 2018; plaintiff Collins, in Santa Clara County in 2018. Those actions were both removed to federal court but then remanded. They were then consolidated in Alameda County. An umbrella settlement was reached among all parties, and Frank and Collins have been amended in as plaintiffs in the Contra Costa action. Once final approval is granted in this action, the consolidated Alameda action will be dismissed.

The settlement would create a gross settlement fund of \$4.5 million. The class representative payment to the plaintiffs would be \$15,000 each to Frank and Collins, and \$10,000 to Gonzalez, for a total of \$40,000. Attorney's fees would be \$1.8 million (one-third of the settlement). Litigation costs would not exceed \$80,000. The settlement administrator's costs are estimated at \$70,000. PAGA penalties would be \$400,000, resulting in a payment of \$300,000 to the LWDA. The net amount paid directly to the class members would be about \$2,210,000, not including distribution of PAGA penalties to employees. The fund is non-reversionary. There are an estimated 21,000 class members. Based on the estimated class size, the average net payment for each class member is approximately \$105. The individual payments will vary considerably, however, because of the allocation formula prorating payments according to the number of weeks worked during the relevant time. The number of aggrieved employees for PAGA purposes is smaller, because the starting date of the relevant period is later.

The entire settlement amount will be deposited with the settlement administrator within 14 days after the effective date of the settlement.

The proposed settlement would certify a class of all current and former non-exempt employed at Defendants' California facilities between July 18, 2014 and November 1, 2022. For PAGA purposes, the period covered by the settlement is June 25, 2017 to November 1, 2022.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

A list of class members will be provided to the settlement administrator within 10 days after preliminary approval. The administrator will use skip tracing as necessary. Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Settlement checks not cashed within 180 days will be cancelled, and the funds will be directed equally to two *cy pres* beneficiaries, Public Counsel and the Boys & Girls Club of Sonoma County.

The settlement contains release language covering all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the operative pleading, including a number of specified claims. Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ("A court cannot release claims that are outside the scope of the allegations of the complaint.") "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint" is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)



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Formal discovery was undertaken, resulting in the production of substantial documents. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel also has provided an analysis of the case, and how the settlement compares to the potential value of the case, after allowing for various risks and contingencies. As is typical, the complaints assert violations for off-clock work from early reporting or staying late; rest and meal breaks; reporting-time violations; and uncompensated use of personal vehicles and cell phones. Defendant contends that its written policies are fully compliant, and any hours or breaks violations would be both sporadic and hard to identify, resulting in difficulties in class treatment. Defendant also states that mileage reimbursement was available and denies that there were any other violations.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code § 2699(e)(2) (PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.")) Moreover, recent decisions may make it difficult for PAGA plaintiffs to recover statutory penalties, as opposed to actual missed wages. (See, e.g., *Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 937; but see *Gola v. University of San Francisco* (2023) 90 Cal.App.5th 548, 566-67.)

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

**B. Legal Standards**

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees". (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy.



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(*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "The court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "Where the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

**C. Attorney Fees**

Plaintiffs seek one-third of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payments of \$40,000 for the plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-07.

**D. Discussion and Conclusion**

The Court finds that the settlement is sufficiently fair, reasonable, and adequate to justify preliminary approval.

Counsel are directed to prepare an order reflecting this entire tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk by phone. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. Five percent of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.







## **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 <u>DATE</u> .
<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 <u>DATE</u> .
<b>Participate in the Final Approval Hearing</b>	The Final Approval Hearing is scheduled to take place on <u>DATE</u> . 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 <u>DATE</u> .



**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:

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[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.



**PROOF OF SERVICE**

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

) ss:

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On July 3, 2023, I served the following document(s) described as:

**NOTICE OF ORDER GRANTING PRELIMINARY APPROVAL**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

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Michael Calvo  
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☒ **VIA EMAIL:** I personally sent such document(s) via email to the known email address of the person(s) on whom it is to be served.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on July 3, 2023 at Sierra Madre, California.

Justine Gray  
\_\_\_\_\_  
Type or Print Name

Signature 