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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CANDACE EVANS, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BIG JOE HANDLING SYSTEMS INC., an
unknown business entity; BIG JOE
CALIFORNIA NORTH, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG20055273

Honorable Brad Seligman
Department 23

CLASS ACTION

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Candace
Evans); and [Proposed] Order filed
concurrently herewith]

Reservation ID: 926300367352
Date: May 10, 2022
Time: 3:00 p.m.
Department: 23

Complaint Filed: February 20, 2020
FAC Filed: May 22, 2020
Trial Date: None Set

DECLARATION OF ALEXANDRA ROSE

I, Alexandra Rose, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Candace Evans. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade and litigated over
24 one thousand (1,000) class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions, successfully opposed multiple motions
23 to compel arbitration, engaged in successful complex motion practice relating to coordination and
24 intervention, and certified dozens of class action cases for settlement by way of the court approval
25 process. She has obtained notable decisions regarding the Private Attorneys General Act and
26 employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9
27 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied
28 (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has handled over

one hundred and fifty (150) class action and/or representative action settlements. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from the University of California, Los Angeles in 2016 and earned my Juris Doctor degree, cum laude, from New England Law | Boston in 2019. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California. I have worked on many wage and hour class action and PAGA representative matters, including drafting, negotiating, and finalizing settlement agreements, preparing pleadings and motions for court approval of settlements, making court appearances, preparing pleadings, and engaging in motion practice.

EXAMPLES OF CLASS ACTION RESULTS

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and representative action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and representative action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC430918.

1 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer involving allegations of misclassification of
3 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
4 certification. On August 26, 2013, the court granted final approval of the class action settlement.
5 The Los Angeles County Superior Court Case Number is BC424012.

6 e) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and representative action against a bank, involving allegations of
8 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
9 granted final approval of the class and representative action settlement. The Kern County Superior
10 Court Case Number is S-1500-CV-273194-LHB.

11 f) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and representative action against a national wholesale distributor of plumbing
13 and builder supplies, involving allegations of misclassification of multiple salaried “manager”
14 positions. On May 22, 2014, the court granted final approval of the class and representative action
15 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

16 g) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action involving allegations of misclassification of the “Operations Manager”
18 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
19 Los Angeles County Superior Court Case Number is BC478769.

20 h) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class and representative action against a national retailer of household items, on
22 behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final
23 approval of the class and representative action settlement. The San Francisco County Superior
24 Court Case Number is CGC-13-532344.

25 i) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action involving allegations of misclassification of the salaried residential
27 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
28 class certification. The Los Angeles County Superior Court Case Number is BC474784.

1 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and representative action against a national retailer of upscale hardware and
3 home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
4 approval of the class and representative action settlement. The Los Angeles County Superior
5 Court Case Number is JCCP4794.

6 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and representative action against a national retailer of apparel and fashion
8 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
9 approval of the class and representative action settlement. The Los Angeles County Superior
10 Court Case Number is BC488069.

11 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
13 involving allegations of misclassification of the “Department Manager” position. On August 12,
14 2016, the court granted the plaintiffs’ motion for class certification in part and certified a
15 class. The Alameda County Superior Court Case Number is RG13680477.

16 m) LFJ represented the plaintiffs in a representative action under the Private
17 Attorneys General Act, against a real estate and property management company, on behalf of non-
18 exempt employees. On November 4, 2016, the court granted approval of the settlement. The
19 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

20 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a full-service bank, on behalf of non-exempt employees. On
22 November 18, 2016, the court granted final approval of the class action settlement. The San
23 Francisco County Superior Court Case Number is CJC-13-004839.

24 o) LFJ represented the plaintiffs in a wage-and-hour class and representative
25 action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017,
26 the court granted final approval of the class and representative action settlement. The San
27 Bernardino County Superior Court Case Number is CIVDS1507260.

1 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
2 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
3 employer's motion to compel arbitration, which resulted in a published opinion by the California
4 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
5 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
6 Court Docket No. 17-254).

7 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and representative action against a consumer packaging company, on behalf
9 of non-exempt employees. On March 10, 2017, the court granted final approval of the class and
10 representative action settlement. The Los Angeles County Superior Court Case Number is
11 BC590429.

12 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and representative action against a manufacturer of food service industry
14 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
15 of the class and representative action settlement. The Orange County Superior Court Case Number
16 is 30-2015-00810013-CU-OE-CXC.

17 s) LFJ represented the plaintiff in a wage-and-hour class and representative
18 action against a property management company, on behalf of non-exempt employees. On June
19 14, 2017, the court granted final approval of the class and representative action settlement. The
20 Los Angeles County Superior Court Case Number is BC586234.

21 t) LFJ represented the plaintiffs in a wage-and-hour class and representative
22 action against a food company on behalf of non-exempt employees. On June 30, 2017, the court
23 granted final approval of the class action settlement. The Sacramento County Superior Court Case
24 Number is 34-2015-00175871.

25 u) LFJ represented the plaintiffs in a wage-and-hour class and representative
26 action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the
27 court granted final approval of the class and representative action settlement. The Alameda
28 County Superior Court Case Number is RG15764300.

v) LFJ represented the plaintiffs in a wage-and-hour class and representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

w) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court entered an order granting final approval of class and representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

x) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and representative action against a global provider of flexible office space solutions. On February 15, 2018, the court entered an order granting final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

z) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

aa) LFJ represented the plaintiffs in a wage-and-hour class and representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

1 bb) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 representative action under the Private Attorneys General Act, against a global provider of
3 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
4 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
5 Court Case Number is S-1500-CV-280215-SDC.

6 cc) LFJ represented the plaintiff in a wage-and-hour class action against a
7 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
8 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
9 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
10 JCCP 4886.

11 dd) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
12 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
13 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
14 notable decision from the California Supreme Court clarifying the law and finding, in part, that
15 employer arbitration agreements are unenforceable where they block a PAGA claim from
16 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

17 ee) LFJ represented the plaintiffs in a wage-and-hour class and representative
18 action against a bank on behalf of non-exempt employees. On September 27, 2019, the court
19 granted the plaintiffs' motion for class certification in part and certified a class. The Alameda
20 County Superior Court Case Number is RG15757606 and the Judicial Council Coordination
21 Proceeding Number is JCCP 4921.

22 ff) LFJ represented the plaintiffs in a wage-and-hour class and representative
23 action against a national retailer of apparel and fashion accessories, on behalf of non-exempt
24 employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in
25 part and certified a class. The Sacramento County Superior Court Case Number is 34-2015-
26 00175330-CU-OE-GDS.

27 ///

1 gg) LFJ represented the plaintiff in a wage-and-hour class and PAGA
2 representative action against a medical equipment supplier on behalf of non-exempt employees.
3 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
4 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

5 hh) LFJ, in association with co-counsel therein, represented the plaintiff in a
6 wage-and-hour class and PAGA representative action against a large national drug testing
7 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
8 plaintiff's motion for class certification and certified a class. The San Diego County Superior
9 Court Case Number is 37-2018-00019611-CU-OE-CTL.

10 ii) LFJ represented the plaintiffs in a wage-and-hour class and representative
11 action against a national retailer of sportswear, footwear, and camping equipment on behalf of
12 non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for
13 class certification and certified a class. The Riverside County Superior Court Case Number is
14 RICJCCP4930.

15 jj) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a plastic packaging company on behalf of non-exempt employees.
17 On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified
18 a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

19 kk) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class action against manufacturer and supplier of power products and services on
21 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
22 for class certification and certified a class. The San Diego County Superior Court Case Number
23 is 37-2015-00025968-CU-OE-CTL.

24 ll) LFJ represented the plaintiff in a wage-and-hour class action against a
25 nutritional products manufacturer on behalf of non-exempt production line employees. On
26 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
27 certified a class. The Solano County Superior Court Case Number is FCS051001.
28

mm) LFJ represented the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

PRELIMINARY APPROVAL

8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class and Representative Action Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff Candace Evans ("Plaintiff"), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Big Joe California North, Inc., dba Big Joe Handlings Systems (erroneously sued as Big Joe Handling Systems, Inc.) ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Notice Packet"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, the Class is estimated to consist of approximately one hundred forty-two (142) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the case for over two years, and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey A. Ross, a well-respected mediator experienced in mediating complex labor and employment matters. Prior to

1 and during the mediation and settlement discussions, the Parties exchanged class information and
2 engaged in an extensive discussion regarding their evaluations of the case and various aspects of
3 the case, including but not limited to, the risks and delays of further litigation, the risks to the
4 Parties of proceeding with class certification and/or representative adjudication, the law relating
5 to off-the-clock theory, meal and rest periods, PAGA representative actions, and federal and state
6 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
7 possibility of appeals, among other things. During all settlement discussions, the Parties
8 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
9 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
10 ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that
11 they would be able to obtain class certification and prevail at trial. After conducting investigations,
12 formal and informal discovery, and exchange of information, extensive settlement negotiations,
13 and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited
14 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
15 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
16 adequate resolution of the Released Claims of Plaintiff and Settlement Class Members, against the
17 Released Parties.

18 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
19 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
20 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
21 informal discovery regarding the facts of the case, including and not limited to, the exchange,
22 review, and analysis of thousands of pages of documents and data obtained from Defendant and
23 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
24 Defendant (specifically, Requests for Production of Documents, (Set One); Special
25 Interrogatories, (Set One & Two); and Form Interrogatories – General (Set One)) and noticed the
26 depositions of Defendant's Person Most Knowledgeable designees. Class Counsel also worked
27 with Plaintiff to provide responses and objections to formal written discovery propounded by
28 Defendant (specifically, Requests for Production of Documents, (Set One); Form Interrogatories

– Employment Law, (Set One); and Form Interrogatories – General, (Set One)). The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff’s employment records, a detailed sampling of Class Members’ time and pay data, multiple iterations of Defendant’s Employee Handbook, company policy acknowledgements (including, but not limited to, Acknowledgment of Receipt of Basic Employment Policies, Meal and Rest Period Obligation Acknowledgement, and General Handbook Acknowledgment), internal memoranda, job descriptions, Defendant’s operations and employment practices, forms, procedures, and policies (including, but not limited to, Defendant’s Rest Breaks policy, Meal Periods policy, General Requirements for Rest Periods and Meal Breaks, Timekeeping Procedures policy, Overtime policy, Employee Dress, Personal Appearance, and Protective Footwear policy, and Business Expense Reimbursement policy), among other information and documents. Class Counsel interviewed Plaintiff to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

13. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, federal and state wage-and-hour law and enforcement, Plaintiff’s claims and damages, and Defendant’s defenses thereto, as well as facts discovered. Based on Class Counsel’s analysis, the result achieved in this litigation is fair, adequate, and reasonable.

14. The Settlement provides for a Maximum Settlement Amount of five hundred thousand dollars and no cents (\$500,000.00). The Net Settlement Amount is the Maximum Settlement Amount less the following amounts subject to approval by the Court: Class Counsel Award to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator, and the LWDA Payment to the Labor and Workforce Development Agency (“LWDA”). Assuming that the amounts allocated under the Settlement toward these

1 payments are awarded by the Court, the Net Settlement Amount that will be available for
2 distribution to Settlement Class Members is currently estimated to be two hundred twenty-eight
3 thousand two hundred fifty dollars and no cents (\$228,250.00). The Maximum Settlement
4 Amount will be fully distributed in accordance with the terms of the Settlement and there is no
5 reversion to Defendant.

6 15. The Parties have agreed to retain Phoenix Class Action Administration Solutions
7 (“Phoenix” or “Settlement Administrator”) to handle the notice and settlement administration
8 process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures
9 and serve as the Settlement Administrator. Defendant will provide Phoenix with a list of Class
10 Members that Defendant will compile, based on its business records, which will include each Class
11 Member’s full name, last known home address, Social Security number, beginning and ending
12 dates of employment, and number of Workweeks (“Class List and Data”), and Phoenix will
13 calculate each Settlement Class Member’s estimated share of the Net Settlement Amount
14 (“Individual Settlement Payment”). Phoenix will also receive Requests for Exclusion, Notice of
15 Objections, and disputes regarding Workweeks; provide necessary reports and declarations;
16 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
17 informational and other tax filings and documents; issue and transmit all payments provided for
18 by the Settlement, including and not limited to, mailing Individual Settlement Payment checks to
19 the Settlement Class Members; and perform any other usual and customary duties for
20 administering a class action settlement. Settlement Administration Costs are currently estimated
21 not to exceed eight thousand dollars and no cents (\$8,000.00) and will be paid out of the Maximum
22 Settlement Amount, subject to approval of the Court.

23 16. Based on investigation and information discovered, Class Counsel believes that
24 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
25 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
26 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
27 rest periods and to pay associated premium pay, failed to timely pay wages during employment
28 and upon termination of employment, failed to provide compliant wage statements, failed to

1 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
2 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
3 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
4 also asserted that Class Members were expected to perform similar job duties and were subject to
5 the same or similar operations and employment policies, practices, and procedures. Additionally,
6 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and the Class
7 Members were substantially the same during the time period at issue. As a result, Plaintiff claims
8 that the Class Members, were uniformly not paid all of the compensation that was owed to them
9 by Defendant since February 20, 2016. Thus, in Class Counsel's view, it is clear that the outcome
10 of this litigation would be determined by Defendant's uniform operations and employment
11 practices, policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-
12 exempt employees in California during the Class Period.

13 17. Class Counsel is aware of the defenses and position of Defendant but believes that
14 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
15 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
16 delays inherent in such litigation, including those involved in class certification and/or
17 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
18 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
19 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
20 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
21 complex labor and employment matters.

22 18. Defendant, on the other hand, denied and continues to deny any liability and
23 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
24 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
25 than the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
26 have also had the opportunity to interview witnesses and review documents and information
27 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
28 operations and employment policies, practices, and procedures. The Parties also reviewed and

1 analyzed thousands of pages of documents and data, including but not limited to a detailed
2 sampling of Class Members' time and pay information, to determine the potential value and
3 strength of the claims. The available information enabled Class Counsel to estimate the potential
4 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
5 conducted adequate investigation and discovery to be sufficiently informed of the nature and
6 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
7 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
8 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
9 risks to both sides that would attend further litigation. The Settlement takes into account the
10 strengths and weaknesses of each side's position and the uncertainty of how the case might have
11 concluded at certification, trial, and/or appeals.

12 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
13 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
14 (i.e., \$175,000.00) and expenses and costs in an amount not to exceed twenty-five thousand dollars
15 and no cents (\$25,000.00), which will be paid out of the Maximum Settlement Amount, subject to
16 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
17 of litigation and will not receive any compensation until recovery is obtained.

18 20. The Settlement Agreement provides for payment of up to seven thousand five
19 hundred dollars and no cents (\$7,500.00) to Plaintiff an Enhancement Payment, to be paid out of
20 the Maximum Settlement Amount subject to approval by the Court. Plaintiff spent considerable
21 time and effort to produce relevant documents and past employment records and to provide the
22 facts and evidence necessary to attempt to prove the allegations. For example, Plaintiff expended
23 effort to review and provide responses and objections to multiple sets of discovery requests that
24 were propounded by Defendant. Plaintiff was available whenever Class Counsel needed her and
25 actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate
26 and just for Plaintiff to receive an Enhancement Payment, in addition to her Individual Settlement
27 Payment, for her services on behalf of the Class.

28 ///

21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 18th day of April 2022, at Los Angeles, California.



Alexandra Rose

EXHIBIT 1

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
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Attorneys for Defendants

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CANDACE EVANS, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BIG JOE HANDLING SYSTEMS INC.,
an unknown business entity; BIG JOE
CALIFORNIA NORTH, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. RG20055273

(Assigned to the Honorable Brad Seligman)

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Complaint Filed: February 20, 2020
FAC Filed: May 22, 2020
Trial Date: None Set

1 **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 This Joint Stipulation of Class and Representative Action Settlement (“Agreement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Candace Evans
4 (“Plaintiff”) and Defendant Big Joe California North, Inc., doing business as Big Joe Handling
5 Systems (erroneously sued as Big Joe Handling Systems, Inc.) (“Defendant”). Plaintiff and
6 Defendant collectively are referred to in the Agreement as “the Parties” (who are individually
7 referred to as “Party”).

8 **A. DEFINITIONS**

9 The following definitions are applicable to this Agreement. Definitions contained
10 elsewhere in this Agreement shall also be effective:

11 1. “Action” means *Candace Evans v. Big Joe Handling Systems, Inc., et al.*, filed on
12 February 20, 2020 in the Superior Court State of California, County of Alameda Case No.
13 RG20055273.

14 2. “Class” or “Class Member(s)” means all current and former hourly-paid or non-
15 exempt employees who worked for Defendant within the State of California at any time during the
16 Class Period. Defendant has determined that there are approximately 142 individuals that comprise
17 the Class.

18 3. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of
19 Lawyers for Justice, PC.

20 4. “Class Counsel Award” means such award of fees, costs and expenses as the Court
21 may authorize for payment to Class Counsel for the services they have rendered and will render to
22 Plaintiff and the Class in the Action. Defendant agrees not to oppose a Class Counsel Award of up
23 to thirty-five percent (35%) of the Maximum Settlement Amount (\$500,000.00), *i.e.* the sum of
24 One Hundred Seventy-Five Thousand Dollars (\$175,000.00) and reimbursement of actual
25 litigation costs and expenses of up to Twenty-Five Thousand Dollars (\$25,000.00), subject to the
26 Court finally approving this Settlement.

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1 5. “Class List and Data” means a true and complete list of all Class Members that
2 Defendant will compile, based on its business records, and provide to the Settlement Administrator
3 within five (5) business days after the Court grants preliminary approval of the Settlement. The
4 Class List shall be formatted in Microsoft Office Excel, and shall include each Class Member’s
5 full name, their last known home address, Social Security number, beginning and ending dates of
6 employment, and number of Workweeks.

7 6. “Class Period” means the period from February 20, 2016, through June 10, 2021.

8 7. “Class Representative” means Plaintiff Candace Evans.

9 8. “Complaint” or “First Amended Complaint” means the operative First Amended
10 Class Action Complaint for Damages & Enforcement of the Private Attorneys General Act,
11 California Labor Code § 2698, Et Seq. filed by Plaintiff on May 22, 2020 in this Action.

12 9. “Counsel for Defendant” or “Defense Counsel” means Linda M. Moroney, Azniv
13 Darbinian, and Natalie B. Fujikawa of Gordon Rees Scully Mansukhani, LLP.

14 10. “Court” means the Superior Court for the State of California, County of Alameda,
15 or any other Court taking jurisdiction of the Action.

16 11. “Defendant” means Big Joe California North, Inc., dba Big Joe Handling Systems
17 (erroneously sued as Big Joe Handling Systems, Inc.).

18 12. “Effective Date” shall be the last day on which to appeal an order granting final
19 approval of the Settlement Agreement if timely objections are filed, or the resolution of any such
20 appeal that does not alter the terms of the settlement.

21 13. “Enhancement Payment” means the amount that the Court authorizes to be paid to
22 Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts and risks
23 in assisting with the prosecution of the Action. Subject to the Court granting final approval, the
24 Parties agree that Plaintiff shall be paid up to Seven Thousand Five Hundred Dollars (\$7,500.00)
25 from the Maximum Settlement Amount.

26 14. “Final Approval” means that the final approval order and judgment have been
27 entered by the Court.

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1 15. “Maximum Settlement Amount” means the maximum settlement amount of Five
2 Hundred Thousand Dollars (\$500,000.00) to be paid by Defendant as a result of this Agreement.
3 The Maximum Settlement Amount includes all Individual Settlement Payments to Settlement
4 Class Members, the Enhancement Payment to Plaintiff, Settlement Administration Costs to the
5 Settlement Administrator, the PAGA Payment, and Class Counsel Award. Defendant shall have
6 no monetary responsibility of any kind in connection with this settlement other than payment of
7 the Maximum Settlement Amount and payment of the employer’s share of payroll taxes and
8 contributions with respect to the wages portion of Individual Settlement Payments.

9 16. “Individual Settlement Payment” means the amount payable from the Net
10 Settlement Amount to each Settlement Class Member.

11 17. “LWDA Payment” means seventy-five percent (75%) of the PAGA Payment (i.e.,
12 \$56,250), will be paid to the California Labor Workforce Development Agency (“LWDA”) per
13 California Labor Code section 2699(i).

14 18. “Net Settlement Amount” means the balance of the Maximum Settlement Amount
15 remaining after deduction of the approved Enhancement Payment to Plaintiff, Settlement
16 Administration Costs, the LWDA Payment, and Class Counsel Award. The entire Net Settlement
17 Amount is the maximum amount that will be available for distribution to Settlement Class
18 Members.

19 19. “Notice of Objection” means a Class Member’s valid and timely written objection
20 to the Settlement. For the Notice of Objection to be valid, it must include: (a) the case name and
21 number of the Action; (b) the objector’s full name, signature, address, and telephone number, and
22 the last four digits of his or her Social Security number; (c) a written statement of basis for the
23 objection; and (d) any copies of papers, briefs, or documents upon which the objection is based.
24 The Notice of Objection must be returned by mail to the Settlement Administrator at the specified
25 address indicated in the Notice Packet and must be postmarked by the Response Deadline.

26 20. “Notice Packet” means the Notice of Class Action Settlement, substantially in the
27 form attached as **Exhibit A**.

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1 21. “PAGA Payment” means the portion of the Maximum Settlement Amount that the
2 Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private
3 Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount of the
4 PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l).
5 The Parties have agreed that Seventy-Five Thousand Dollars (\$75,000.00) of the Maximum
6 Settlement Amount shall be allocated to the resolution of claims arising under PAGA. Pursuant to
7 the PAGA, seventy-five percent (75%) of the PAGA Payment is the LWDA Payment, and twenty-
8 five percent (25%) of the PAGA Payment, *i.e.* the sum of Eighteen Thousand Seven Hundred Fifty
9 Dollars (\$18,750.00), shall be part of the Net Settlement Amount to be distributed to Settlement
10 Class Members.

11 22. “Preliminary Approval” means the Court’s order granting preliminary approval of
12 the Settlement.

13 23. “Released Claims” means the following: all claims, charges, complaints, liens,
14 demands, causes of action, obligations, damages and liabilities, known or suspected, that each
15 participating class member had, now has, or may hereafter claim to have against the Released
16 Parties, and that were asserted in the Action, or that arise from or could have been asserted based
17 on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements,
18 omissions or failures to act alleged in the Action that have arisen during the time period April 18,
19 2015, through February 2, 2021. The Released Claims specifically include, but are not limited to:
20 (1) Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); (2) Meal Period Violations (Lab. Code
21 §§ 226.7 and 512); (3) Rest Period Violations (Lab. Code § 226.7); (4) Unpaid Minimum Wages
22 (Lab. Code §§ 1194, 1197 and 1197.1); (5) Failure to Timely Pay Final Wages (Lab. Code §§ 201
23 and 202); (6) Failure to Timely Pay Wages During Employment (Lab. Code § 204); (7) Non-
24 Compliant Wage Statements (Lab. Code § 226); (8) Failure to Maintain Payroll Records (Lab.
25 Code § 1174); (9) Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); (10)
26 Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*); (11) and Penalties under the
27 California Private Attorneys General Act for violation or breach of the California Labor Code
28 arising from or related to the conduct alleged in the operative Complaint, including without

1 limitation, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d),
2 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders,
3 including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001. This release shall not apply to
4 claims for workers' compensation benefits, unemployment insurance benefits, pension or
5 retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

6 24. "Released Parties" means Defendant and Defendant's affiliates, parents, and each
7 of their company-sponsored employee benefit plans, and their respective successors and
8 predecessors in interest, all of their respective officers, directors, employees, administrators,
9 fiduciaries, trustees and agents, and each of their past, present and future officers, directors,
10 shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants,
11 auditors, consultants, insurers and reinsurers.

12 25. "Request for Exclusion" means a timely letter submitted by a Class Member
13 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
14 contain the case name and number of the Action; (b) clearly state that the Class Member does not
15 wish to be included in the Settlement; (c) set forth the full name, address, telephone number, and
16 last four digits of the Social Security Number of the Class Member requesting exclusion; (d) be
17 signed by the Class Member; (e) be returned by mail to the Settlement Administrator at the
18 specified address indicated in the Notice Packet; and (f) be postmarked on or before the Response
19 Deadline.

20 26. "Response Deadline" means forty-five (45) calendar days after the Settlement
21 Administrator initially mails the Notice Packet to Class Members, and the last date on which Class
22 Members may submit Requests for Exclusion, Notices of Objections, or disputes to the Settlement.

23 27. "Settlement" means the agreement among the Parties to resolve the Action, as set
24 forth in this Agreement.

25 28. "Settlement Administration Costs" means the fees and expenses reasonably
26 incurred by the Settlement Administrator as a result of the procedures and processes expressly
27 required by this Agreement, which are not to exceed Eight Thousand Dollars (\$8,000.00). Any
28

1 portion of the Settlement Administration Costs not used or approved by the Court shall be added
2 to the Net Settlement Amount.

3 29. “Settlement Administrator” means Phoenix Class Action Administration Solutions.

4 30. “Settlement Class” or “Settlement Class Members” means all Class Members who
5 do not submit valid and timely Requests for Exclusion.

6 31. “Settlement Payment Check” means the payment of the Individual Settlement
7 Payment to Settlement Class Members.

8 32. “Workweeks” means the number of weeks each Class Member worked for
9 Defendant as an hourly-paid or non-exempt employee during the Class Period, which information
10 will be provided by Defendant to the Settlement Administrator. Defendant shall calculate the
11 Workweeks by calculating the difference between the later of the Class Member’s hire date or
12 February 20, 2016, and the earlier of the Class Member’s separation date or June 10, 2021.

13 **B. FACTUAL BACKGROUND**

14 1. On February 20, 2020, Plaintiff initiated this Action in Alameda County Superior
15 Court, asserting causes of action for: (1) Unpaid Overtime Wages (Lab. Code §§ 510 and 1198);
16 (2) Meal Period Violations (Lab. Code §§ 226.7 and 512); (3) Rest Period Violations (Lab. Code
17 § 226.7); (4) Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); (5) Failure to
18 Timely Pay Final Wages (Lab. Code §§ 201 and 202); (6) Failure to Timely Pay Wages During
19 Employment (Lab. Code § 204); (7) Non-Compliant Wage Statements (Lab. Code § 226); (8)
20 Failure to Maintain Payroll Records (Lab. Code § 1174); (9) Failure to Reimburse Business
21 Expenses (Lab. Code §§ 2800 and 2802); and (10) Unfair Business Practices (Bus. & Prof. Code
22 §§ 17200, *et seq.*).

23 2. On May 22, 2020, Plaintiff filed a First Amended Complaint adding an Eleventh
24 Cause of Action for penalties under the California Private Attorneys’ General Act, Cal. Labor
25 Code § 2698, *et seq.* As alleged in the Complaint, Plaintiff seeks to represent the Class and other
26 aggrieved employees. Plaintiff further seeks damages, penalties, attorneys’ fees, and costs.

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1 3. The Parties engaged in formal and informal discovery. Defendant propounded
2 initial sets of general and employment law form interrogatories, and requests for production of
3 documents. Plaintiff provided responses to the general form interrogatories, special
4 interrogatories, and requests for production of documents propounded by Defendant.

5 4. On or about July 20, 2020, the Parties agreed to participate in private mediation. In
6 connection with the mediation, Defendant produced, inter alia, Plaintiff's personnel and payroll
7 records, Defendant's written employment policies and procedures., and class data, including, e.g.,
8 the number of Class Members and weeks worked by each Class Member, as well as a sampling of
9 Class Members' payroll and timekeeping data, which allowed Plaintiff's counsel to conduct a full
10 damage analysis.

11 5. On March 10, 2021, the Parties engaged in mediation with Jeffery A. Ross, an
12 experienced wage and hour class action mediator. After the exchange of further information and
13 extended negotiations, Plaintiff and Defendant reached the present class-wide and PAGA
14 settlement. The settlement discussions were conducted at arm's-length.

15 6. The Parties recognize the risk, expense, and delay in continuing the Action, and
16 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties
17 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the
18 Action.

19 **C. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

20 1. Settlement Consideration. Defendant shall pay the sum of the Maximum Settlement
21 Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement
22 Payments; (2) Class Counsel Award; (3) Enhancement Payment; (4) Settlement Administration
23 Costs; and (5) the PAGA Payment. Defendant shall have no monetary responsibility of any kind
24 in connection with this settlement other than payment of the Maximum Settlement Amount. The
25 Parties agree that this is a non-reversionary Settlement and that no portion of the Maximum
26 Settlement Amount shall revert to Defendant.

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1 2. Funding of the Maximum Settlement Amount. Within thirty (30) calendar days
2 after the Effective Date, Defendant shall make a one-time deposit of the Maximum Settlement
3 Amount into a Qualified Settlement Fund to be established by the Settlement Administrator.

4 3. Class Counsel Award. Defendant agrees not to oppose Class Counsel Award of up
5 to thirty-five percent (35%) of the Maximum Settlement Amount (\$500,000.00), *i.e.* the sum of
6 One Hundred Seventy-Five Thousand Dollars (\$175,000.00) and reimbursement of actual
7 litigation costs and expenses of up to Twenty-Five Thousand Dollars (\$25,000.00), which shall be
8 paid from the Maximum Settlement Amount. It is understood by Class Counsel that the Court has
9 final discretion in any fee and costs award. The Settlement Administrator shall issue an IRS Form
10 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and expenses. Any portion
11 of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement
12 Amount and shall be distributed to Settlement Class Members as provided in this Agreement.
13 Notwithstanding any other provision of this Agreement, if the Court should fail to award attorneys'
14 fees to Class Counsel in the full amount provided for in this Agreement, such shall not constitute
15 grounds for cancellation or termination of the Agreement or grounds for limiting any other
16 provision of the Judgment. It is agreed that no order of the Court, including any order concerning
17 attorneys' fees, may alter or otherwise increase the Maximum Settlement Amount. With respect
18 to the Class Counsel Award, the Settlement Administrator may purchase an annuity, United States
19 Treasuries and bonds, or other attorney fee deferral vehicles, for Class Counsel, and any additional
20 expenses for doing so shall be paid separately by Class Counsel and shall not be included within
21 the Settlement Administration Costs.

22 4. Enhancement Payment. Defendant agrees not to oppose any application or motion
23 by Plaintiff for an Enhancement Payment of up to Seven Thousand Five Hundred Dollars
24 (\$7,500.00) to Plaintiff. The Enhancement Payment shall be paid from the Maximum Settlement
25 Amount and shall be paid in addition to Plaintiff's Individual Settlement Payment as a Settlement
26 Class Member. It is understood by Class Counsel and Plaintiff that the Court has final discretion
27 in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form 1099 to
28 Plaintiff reflecting the Enhancement Payment. Plaintiff shall be solely and legally responsible to

1 pay any and all applicable taxes on her Enhancement Payment and shall hold harmless Defendant
2 from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement
3 Payment. Any portion of the Enhancement Payment not awarded to Plaintiff shall be added to the
4 Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this
5 Agreement. Notwithstanding any other provision of this Agreement, if the Court should fail to
6 award an Enhancement Payment in the full amount provided for in this Agreement, such shall not
7 constitute grounds for cancellation or termination of the Agreement or grounds for limiting any
8 other provision of the Judgment. It is agreed that no order of the Court, including any order
9 concerning the Enhancement Payment, may alter or otherwise increase the Maximum Settlement
10 Amount.

11 5. Settlement Administration Costs. The Settlement Administrator shall be paid for
12 the reasonable costs of administration of the Settlement from the Maximum Settlement Amount,
13 not to exceed Eight Thousand Dollars (\$8,000.00). These costs, which shall be paid from the
14 Maximum Settlement Amount, shall include, *inter alia*, printing, distributing, and tracking the
15 Notice Packet and other documents for the Settlement, required tax reporting on the Individual
16 Settlement Payments, the issuing of 1099 and W-2 IRS Forms, establishing a Qualified Settlement
17 Fund, administering and distributing the payments under the Settlement, providing necessary
18 reports and declarations, and other duties and responsibilities set forth herein to process this
19 Settlement, and as requested by the Parties. Any portion of the Settlement Administration Costs
20 not approved by the Court shall be added to the Net Settlement Amount and shall be distributed to
21 Settlement Class Members as provided in this Agreement. To the extent actual Settlement
22 Administration Costs are greater than the estimated amount stated herein, such excess amount will
23 be disclosed to the Court and deducted from the Maximum Settlement Amount, subject to approval
24 by the Court. The Parties and their counsel each represent that they do not have any financial
25 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
26 Administrator that could create a conflict of interest.

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1 6. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
2 Seventy-Five Thousand Dollars (\$75,000.00) of the Maximum Settlement Amount shall be
3 designated for satisfaction of claims for civil penalties under the PAGA. The Settlement
4 Administration shall pay seventy-five percent (75%) of the PAGA Payment, *i.e.* the sum of Fifty-
5 Six Thousand Two Hundred Fifty Dollars (\$56,250.00), shall be paid to the LWDA (*i.e.*, the
6 LWDA Payment). The remaining twenty-five percent (25%), *i.e.* the sum of Eighteen Thousand
7 Seven Hundred Fifty Dollars (\$18,750.00), shall be part of the Net Settlement Amount to be
8 distributed to Settlement Class Members as per this Agreement.

9 7. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
10 Individual Settlement Payments to Settlement Class Members in accordance with the terms of this
11 Agreement. The Settlement Administrator will allocate the Individual Settlement Payments by
12 first dividing the Net Settlement Amount by the total number of Workweeks of all Class
13 Members. That value will then be multiplied by the number of Workweeks for each respective
14 Class Member, to yield his or her gross Individual Settlement Payment. Settlement Class
15 Members are entitled to 100% of the Net Settlement Amount. Defendant maintains no
16 reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted
17 Requests for Exclusion, the Settlement Administrator shall proportionately increase the
18 Individual Settlement Payments for each Settlement Class Member so that the amount actually
19 distributed to Settlement Class Members equals 100% of the Net Settlement Amount.

20 8. Calculation of Maximum Settlement Amount. The Maximum Settlement Amount
21 was calculated with, and is premised on, Defendant's representation that approximately 142 Class
22 Members worked a total of 14,372 Workweeks during the Class Period. In the event the number
23 of Workweeks during the Class Period exceeds 14,372, Plaintiff will have the option to either
24 proportionally increase the Maximum Settlement Amount or rescind the Settlement Agreement.

25 9. No Credit toward Benefit Plans. The Individual Settlement Payments made to
26 Settlement Class Members under this Agreement, the Enhancement Payment made to Plaintiff, as
27 well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any
28 additional benefits under any benefit plans to which any Class Members may be eligible, including,

but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

10. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

- a. Establish and maintain a Qualified Settlement Fund account;
- b. Verify the last known address for each Class Member through a skip-trace search prior to mailing the Notice Packet;
- c. Print and mail the Notice Packet;
- d. Conduct additional address searches for mailed Notice Packets that are returned as undeliverable and, to the extent new and more current addresses are found, also reprint and re-mail Notice Packets accordingly;
- e. Establish and maintain a toll-free informational telephone support line to assist Class Members who have questions regarding the Notice Packet;
- f. Field inquiries from Class Members, and administer any Requests for Exclusion, Notices of Objections, or Workweeks disputes;
- g. Provide weekly status reports to counsel for the Parties, including: (a) the number of Notice Packets mailed (including information regarding undeliverable and/or emailed Notice Packets); (b) the number of disputes received (and sending copies of said disputes); (c) the number of Notices of Objections received; and (d) the number of Requests for Exclusion received;
- h. Calculate Individual Settlement Payments;
- i. Distribute and pay the Enhancement Payment, Individual Settlement Payments, the LWDA Payment, and Class Counsel Award;
- j. Collect and withhold necessary amounts for taxes associated with the wages portion of Individual Settlement Payments;

1 k. Prepare and issue 1099 and W-2 tax forms; and

2 l. Provide declarations and/or other information to the Court as requested.

3 11. Delivery of the Class List and Data. Within ten (10) business days of Preliminary
4 Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

5 12. Notice by First-Class U.S. Mail. Within five (5) business days after receiving the
6 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to
7 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
8 addresses identified in the Class List and Data.

9 13. Confirmation of Contact Information in the Class List. Prior to mailing the Notice
10 Packet, the Settlement Administrator shall perform a skip-trace search to update and correct for
11 any known or identifiable address changes.

12 14. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
13 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the
14 Settlement's principal terms; (3) the Class definition; (4) each Class Member's estimated
15 Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if
16 they do not request to be excluded; (5) the dates that comprise the Class Period; (6) instructions
17 on how to submit valid Requests for Exclusion, Notices of Objection, or disputes; (7) the Response
18 Deadline by which the Class Member must submit a Request for Exclusion, Notice of Objection,
19 or Workweeks dispute; (8) the date for the final approval hearing; and (9) the claims to be released.
20 The Notice Packet will also inform Class Members that, in order to receive the Individual
21 Settlement Payment, they do not need to do anything except keep the Settlement Administrator
22 apprised of their current mailing addresses.

23 15. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
24 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
25 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
26 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding
27 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
28 address using a skip-trace, or other search using the name and/or address of the Class Member

involved and shall then perform a re-mailing. Those Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

16. Request for Exclusion Procedures. Any Class Member, other than Plaintiff, may opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) state the case name and number of the Action; (2) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (3) clearly state that the Class Member does not wish to be included in the Settlement; (4) be signed by the Class Member; (5) be returned by mail to the Settlement Administrator at the specified address; and (6) be postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means to determine whether a Request for Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the Settlement and not be bound by this Agreement. Accordingly, a Class Member who timely submits a valid Request for Exclusion will not be entitled to any payments under this Settlement and will not be bound by the terms of the Settlement. Any Class Member who fails to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed a Settlement Class Member and will be bound by all terms of the Settlement to the fullest possible extent if the Settlement is granted final approval by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion. Class Counsel shall not represent any Class Members with respect to any such request.

17. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including those pertaining to the Released Claims, as well as any judgment that may be entered by the Court.

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1 18. Objection Procedures. Any Class Member who does not opt-out of this Settlement
2 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must
3 return by mail a Notice of Objection to the Settlement Administrator at the specified address by
4 the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member
5 and contain all information required by this Agreement. Alternatively, a Class Member may appear
6 at the Final Approval Hearing and present his or her objection to the Court orally, even without
7 written objection.

8 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
9 Class Members to submit written objections to the Settlement or appeal from the final approval
10 order and judgment. Class Counsel shall not represent any Class Members with respect to any such
11 objections to this Settlement. Any Class Member who submits a valid Request for Exclusion shall
12 not be allowed to object to this Settlement. No later than five (5) days after the Response Deadline,
13 the Settlement Administrator shall provide Defense Counsel with a complete list of all Class
14 Members who have timely and properly requested exclusion from the Class.

15 19. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members
16 submit a timely and valid Request for Exclusion, Defendant will have the right, but not the
17 obligation, to revoke and void this Agreement at its discretion. Defendant must exercise the option
18 to rescind in writing that is provided to Class Counsel within ten (10) business days of Defense
19 Counsel receiving notification from the Settlement Administrator that more than five percent (5%)
20 of the Class Members have submitted timely and valid Requests for Exclusion from the Settlement.
21 If Defendant exercises this right to void the Agreement, then the Parties will have no further
22 obligations under the Agreement, including, without limitation, any obligation by Defendant to
23 pay the Maximum Settlement Amount, or any amounts that otherwise would have been owed
24 under this Agreement, except that Defendant shall pay all Settlement Administration Costs
25 incurred by the Settlement Administrator. In the event the Settlement is terminated, the Parties
26 shall proceed in all respects as if this Agreement had not been executed. The Parties agree that
27 they will not encourage any Class Member to object to the Settlement or to opt out.

28 ///

1 20. Settlement Administrator's Reports of Information. The Settlement Administrator
2 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of
3 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
4 Administrator will provide to counsel for both Parties any updated reports regarding the
5 administration of the Settlement as needed or requested. The Settlement Administrator shall also
6 forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further,
7 the Settlement Administrator shall immediately forward any Request for Exclusion to the Parties'
8 counsel so that they can determine whether the Request for Exclusion is valid and timely.

9 21. Distribution Timing of Individual Settlement Payments. No earlier than the
10 Effective Date, and no later than forty-five (45) calendar days after the Effective Date, the
11 Settlement Administrator shall issue payments to (1) Settlement Class Members; (2) the LWDA;
12 (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall also issue a payment to
13 itself for services performed in connection with the Settlement.

14 22. Uncashed Settlement Payment Checks. Any Settlement Payment Checks issued by
15 the Settlement Administrator to Settlement Class Members shall be valid and negotiable for not
16 less than one hundred eighty (180) calendar days from the date of their issuance, and thereafter,
17 shall be cancelled. This is a non-reversionary settlement. All Individual Settlement Payment
18 Checks to Settlement Class Members that remain un-cashed after one hundred eighty (180)
19 calendar days of the mailing of Settlement Payment Checks by the Settlement Administrator shall
20 be paid out pursuant to California Code of Civil Procedure section 384 to the following *cy pres*
21 recipient: Legal Services of Northern California. In such event, those Settlement Class Members
22 will nevertheless remain bound by the Settlement. The Parties and their counsel each represent
23 that they do not have any financial interest in, or otherwise have a relationship with, this non-profit
24 organization that could create a conflict of interest.

25 Defendant shall submit a declaration to the Court during the settlement approval process
26 explaining why this organization is an appropriate *cy pres* recipient. Should the Court reject Legal
27 Services of Northern California as a viable *cy pres* recipient, the Parties agree to select California
28 Rural Legal Assistance Foundation as an alternate *cy pres* recipient.

1 23. Certification of Completion. Upon completion of administration of the Settlement,
2 the Settlement Administrator shall provide a written declaration under oath to certify such
3 completion to the Court and counsel for all Parties.

4 24. Administration Costs if Settlement Fails or is Delayed. If an objection to the
5 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
6 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be
7 borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

8 25. Treatment of Individual Settlement Payments. Two-third (2/3) of the Individual
9 Settlement Payments shall be allocated as interest, penalties, and other non-wage damages, to be
10 reported on an IRS Form 1099 by the Settlement Administrator. The remaining one-third (1/3) of
11 the Individual Settlement Payments shall be allocated as wages, subject to employee's share of
12 payroll taxes and withholding and to be reported on an IRS Form W-2 by the Settlement
13 Administrator. The employer's share of payroll taxes and contributions with respect to the wages
14 portion of Individual Settlement Payments shall be paid by Defendant separately and in addition
15 to the Maximum Settlement Amount.

16 26. Administration of Taxes by the Settlement Administrator. The Settlement
17 Administrator shall be responsible for issuing to Plaintiff, Settlement Class Members, and Class
18 Counsel, 1099 and W-2 forms or other tax forms as may be required by law for all amounts paid
19 pursuant to this Agreement.

20 27. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and
21 Plaintiff, and Class Counsel make no representation as to the tax treatment or legal effect of the
22 payments called for hereunder, and Plaintiff and Settlement Class Members are not relying on any
23 statement, representation, or calculation by Defendant, Defense Counsel, Plaintiff, Class Counsel,
24 or by the Settlement Administrator in this regard. Plaintiff understands and agrees that she will be
25 solely responsible for the payment of any and all taxes and penalties assessed on their respective
26 payments described herein and will defend, indemnify, and hold Defendant, Defense Counsel,
27 Class Counsel and the Settlement Administrator free and harmless from and against any claims
28 resulting from treatment of such payments as non-taxable penalties/damages. Settlement Class

Members understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendant, Defense Counsel, Plaintiff, Class Counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

28. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS

1 AGREEMENT.

2 29. No Prior Assignments. The Parties and their counsel represent, covenant, and
3 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
4 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
5 action, cause of action or right herein released and discharged.

6 30. Release of Claims by Plaintiff. As a condition of obtaining the Enhancement
7 Payment provided for herein, Plaintiff (on behalf of herself and her spouse, heirs, executors,
8 administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all
9 claims against Defendant and the Released Parties—which shall include without limitation any
10 and all claims which in any way relate to her employment with Defendant, under State or Federal
11 law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not,
12 including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA,
13 California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or
14 arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the
15 beginning of time up to and including the Effective Date. Plaintiff further expressly waives and
16 relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section
17 1542 of the California Civil Code, which provides:

18 **“A general release does not extend to claims that the creditor or releasing party does**
19 **not know or suspect to exist in his or her favor at the time of executing the release and**
20 **that, if known by him or her, would have materially affected his or her settlement**
21 **with the debtor or released party.”**

22 Plaintiff may hereafter discover facts in addition to or different from those she now knows
23 or believes to be true with respect to the subject matter of the Released Claims, but upon the
24 Effective Date, shall be deemed to have, and by operation of the contemplated final judgment shall
25 have, fully, finally, and forever settled and released any and all of the Released Claims, whether
26 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or
27 heretofore have existed, upon any theory of law or equity now existing, including, but not limited
28 to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or

rule, without regard to the subsequent discovery or existence of such different or additional facts.

31. Release of Claims by Settlement Class Members. As of the date of the funding of the Maximum Settlement Amount, Plaintiff and all Settlement Class Members, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Claims.

32. Nullification of Settlement. In the event that the Settlement does not become final for any reason, then this Agreement, and any documents generated to bring it into effect, shall be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning.

33. Disputes Regarding Workweeks. In the event that Class Members have a dispute as to the number of Workweeks to which they have been credited, as reflected in their respective Notice Packets\, Class Members will have the opportunity to provide documentation and/or an explanation. In order to dispute the number of Workweeks, Class Members must submit a written letter to the Settlement Administrator and must: (1) state the case name and number of the Action; (2) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member; (3) clearly state that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number that should be credited to him or her; (4) include information and/or attach documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her is correct; (5) be signed by the Class Member; (6) be returned by mail to the Settlement Administrator at the specified address; and (7) be postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means to determine whether a dispute is timely. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited

1 with under the Settlement. The Settlement Administrator shall determine the eligibility for, and
2 the amounts of, any Individual Settlement Payments under the terms of this Agreement, and that
3 determination shall be binding.

4 34. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
5 Settlement Administrator concerning the administration of the Settlement will be resolved by the
6 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel
7 for the Parties will confer in good faith to resolve the disputes without the necessity of involving
8 the Court. No further award of attorney fees or costs shall be sought by or made to Class Counsel
9 in connection with any such further proceedings.

10 35. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
11 request the Preliminary Approval of the Settlement, conditional certification of the Class, and the
12 entry of a Preliminary Approval order: (i) approving of the proposed Settlement, and (ii) setting a
13 date for a Final Approval Hearing. The Preliminary Approval order shall provide for the Notice
14 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
15 Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of this
16 Settlement, and will include the proposed Notice Packet, attached to this Agreement as **Exhibit A**.

17 36. Final Approval Hearing. Upon expiration of the deadlines to submit Requests for
18 Exclusion, Notices of Objections, or Workweeks disputes to the Settlement, and with the Court's
19 permission, a Final Approval Hearing shall be conducted to determine the Final Approval of the
20 Settlement along with the amounts properly payable for (i) Individual Settlement Payments; (ii)
21 the LWDA Payment; (ii) the Class Counsel Award; (iii) the Enhancement Payment; and (iv)
22 Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
23 necessary to obtain final approval. Class Counsel will also be responsible for drafting the Class
24 Counsel Award application to be heard at the Final Approval Hearing.

25 37. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
26 motion for Final Approval, the Parties shall also jointly seek the entry of judgment consistent with
27 the terms of this Agreement. After entry of the judgment, the Court shall have continuing
28 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms

of the Settlement, (ii) Settlement administration matters, and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Agreement.

38. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

39. Confidentiality/Publicity. Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any contact with the press or media, respond to any press inquiry, post information on any social media or website, or have any communication with the press or media about the fact, amount, or terms of the Settlement. Plaintiff and Class Counsel agree they will not advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. In addition, Class Counsel will not put details about the settlement on their website. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Plaintiff and Class Counsel further agree that if they are contacted regarding this case, they will take reasonable steps to determine whether the contacting party is a member of the Class. If the contacting party is not a Class Member or the legal representative of a Class Member, Plaintiff and Class Counsel will state only that the lawsuit exists and has been resolved. However, this will not prevent Class Counsel from undertaking required submissions and disclosures that are required to obtain approval of the Settlement, including and not limited to, submission of the Settlement to the LWDA in conformity with the PAGA statute.

40. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations or agreements may be deemed binding on the Parties.

41. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement, the Parties agree to attempt to informally resolve the dispute by engaging Jeffrey A. Ross to mediate such dispute.

42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310),

except such proceedings necessary to implement and complete the Agreement, pending the Final Approval Hearing to be conducted by the Court.

43. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the counsel for the Parties, and subject to any necessary Court approval.

44. Authorization to Enter into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by the Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best and good-faith efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

45. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

46. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

47. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange among themselves original signed counterparts.

48. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that

1 they are each represented by competent counsel and that they have had an opportunity to consult
2 with their counsel regarding the fairness and reasonableness of this Agreement.

3 49. No Admission of Liability or Class Certification. The Parties are agreeing to class
4 certification for settlement purposes only. This Agreement shall not constitute, in this or any other
5 proceeding, an admission of any kind by Defendant, including without limitation, that Defendant
6 committed any violation of statute or other wrongdoing, that Defendant is liable to Plaintiff or to
7 any other Class Members, that certification of a class for trial or any other purpose is appropriate
8 or proper or that Plaintiff or any Class Member can establish any of the requisite elements for class
9 treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally
10 approved, this Agreement will be void and the Parties will be restored to their respective positions
11 in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this
12 Agreement or any documents or orders issued related to this Settlement will not be admissible,
13 other than according to the Settlement's terms, in this or any other proceeding as evidence that
14 either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class
15 Member. The Parties enter into this Agreement to resolve the dispute that has arisen between them
16 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
17 Defendant does not admit, and specifically denies, that it has violated any federal, state, or local
18 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
19 applicable laws, regulations or legal requirements; breached any contract; violated or breached any
20 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct
21 with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any
22 of the negotiations connected with it, shall be construed as an admission or concession by
23 Defendant of any such violations or failures to comply with any applicable law, regulation, or legal
24 requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this
25 Agreement and its terms and provisions shall not be offered or received as evidence in any action
26 or proceeding to establish any liability or admission of any nature on the part of Defendant, or to
27 establish the existence of any condition constituting a violation of, or a non-compliance with,
28 federal, state, local or other applicable law.

1 50. Captions. The captions and section numbers in this Agreement are inserted for the
2 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
3 provisions of this Agreement.

4 51. Waiver. No waiver of any condition or covenant contained in this Agreement or
5 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
6 constitute a further waiver by such party of the same or any other condition, covenant, right or
7 remedy.

8 52. Enforcement Actions. In the event that one or more of the Parties institutes any
9 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
10 Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or
11 Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys'
12 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

13 53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
14 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly
15 against one Party than another merely by virtue of the fact that it may have been prepared by
16 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
17 between the Parties, all Parties have contributed to the preparation of this Agreement.

18 54. Representation by Counsel. The Parties acknowledge that they have been
19 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
20 and that this Agreement has been executed with the consent and advice of counsel. Further,
21 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

22 55. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
23 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
24 this Agreement.

25 56. Binding Agreement. The Parties warrant that they understand and have full
26 authority to enter into this Agreement, and further intend that this Agreement shall be fully
27 enforceable and binding on all Parties and agree that it shall be admissible and subject to disclosure
28 in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED:

1/21/2022

Electronically Signed by: Candace Evans
 2022.01.21 15:10:25 UTC - 172.56.12.71
 7d516a2b-8121-4113-9772-aa220002ac96

Plaintiff Candace Evans

DATED:

January 26, 2022 | 10:34 AM CST

**DEFENDANT BIG JOE CALIFORNIA
 NORTH, INC., dba BIG JOE HANDLING
 SYSTEMS**

DocuSigned by:

Rod Kiefus

87AE8780F0E0400...
 Rod Kiefus, CFO

APPROVED AS TO FORM

DATED: 01/21/2022

LAWYERS FOR JUSTICE, PC

By:

Edwin Aiwanian

Edwin Aiwanian

Arby Aiwanian

Joanna Ghosh

Attorneys for Plaintiff Candace Evans and
 Proposed Class Counsel

1 DATED: January 26, 20

GORDON REES SCULLY MANSUKHANI, LLP

2
3 By:



Linda M. Moroney

Azniv Darbinian

Natalie B. Fujikawa

4 Attorneys for Defendant Big Joe California North,
5 Inc., dba Big Joe Handling Systems
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Candace Evans v. Big Joe Handling Systems Inc., et al.
Superior Court of California for the County of Alameda, Case No. RG20055273

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Candace Evans ("Plaintiff") and Defendant Big Joe California North, Inc., dba Big Joe Handling Systems (erroneously sued as Big Joe Handling Systems Inc.) ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Candace Evans v. Big Joe Handling Systems Inc., et al*, Alameda County Superior Court, Case No. RG20055273 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from February 20, 2016, through June 10, 2021.

II. BACKGROUND OF THE LAWSUIT

On February 20, 2020, Candace Evans commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG20055273. On May 22, 2020, Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement of the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class and Representative Action Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Candace Evans as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Thousand Dollars (\$500,000) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) Class Counsel Award, consisting of attorneys' fees in an amount up to 35% of the Maximum Settlement Amount (i.e., \$175,000) and reimbursement of litigation costs and expenses in an amount up to Twenty-Five Thousand Dollars (\$25,000) to Class Counsel; (2) Enhancement Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250) for its 75% portion of the PAGA Payment ("LWDA Payment"); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars (\$8,000) to the Settlement Administrator. Note: A total of Seventy-Five Thousand Dollars (\$75,000.00) from the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% (i.e., \$56,250) and the remaining 25% (i.e., \$18,750) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee during the Class Period ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members. That value has been multiplied by the number of Workweeks for each respective Class Member, to yield his or her gross Individual Settlement Payment (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) interest, penalties, and other non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments. The employer's share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Payments shall be paid by Defendant separately and in addition to the Maximum Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (1) state the case name and number of the Action (*Candace Evans v. Big Joe Handling Systems Inc., et al.*, Case No. RG20055273); (2) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (3) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number that should be credited to you; (4) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; (5) be signed by you; (6) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below; and (7) be postmarked **on or before [the Response Deadline]**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

As of the date of the funding of the Maximum Settlement Amount, Plaintiff and all Settlement Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Claims.

“Released Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, known or suspected, that each participating class member had, now has, or may hereafter claim to have against the Released Parties, and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Action that have arisen during the time period April 18, 2015, through February 2, 2021. The Released Claims specifically include, but are not limited to: (1) Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); (2) Meal Period Violations (Lab. Code §§ 226.7 and 512); (3) Rest Period Violations (Lab. Code § 226.7); (4) Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); (5) Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); (6) Failure to Timely Pay Wages During Employment (Lab. Code § 204); (7) Non-Compliant Wage Statements (Lab. Code § 226); (8) Failure to Maintain Payroll Records (Lab. Code § 1174); (9) Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); (10) Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*); (11) and Penalties under the California Private Attorneys General Act for violation or breach of the California Labor Code arising from or related to the conduct alleged in the operative Complaint, including without limitation, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001. This release shall not apply to claims for workers’ compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

“Released Parties” means Defendant and Defendant’s affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents, and each of their past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

E. Class Counsel Award to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$175,000) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (collectively, “Class Counsel Award”), subject to approval by the Court. The Class Counsel Award granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars (\$8,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks disputes, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Candace Evans v. Big Joe Handling Systems Inc., et al.*, Case No. RG20055273); (b) clearly state that you do not wish to be included in the Settlement; (c) set forth your full name, address, telephone number, and last four digits of your Social Security Number; (d) be signed by you; (e) be returned by mail to the Settlement Administrator at the specified address below; and (f) be postmarked **on or before [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must include: (a) the case name and number of the Action (*Candace Evans v. Big Joe Handling Systems Inc., et al.*, Case No. RG20055273); (b) your full name, signature, address, telephone number, and the last four digits or your Social Security Number; (c) a written statement of the basis for the objection; and (d) any copies of papers, briefs, or other documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the address listed in Section IV.B above and must be postmarked by **[Response Deadline]**. Alternatively, you may appear at the Final Approval Hearing and present your objection to the Court orally, even without a written objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at René C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Class Counsel Award to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <http://www.alameda.courts.ca.gov/>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the public terminals at the Civil Division, located at the George E. McDonald Hall of Justice, 2233 Shoreline Drive, Alameda, California 94501, during business hours, or by online by visiting the following website: <https://portal.alameda.courts.ca.gov/?q=Home>

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**