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**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

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

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

1 This matter has come before the Honorable Brad Seligman in Department 23 of the Superior
2 Court of the State of California, for the County of Alameda, on May 10, 2022 at 3:00 p.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 appears as counsel for Plaintiff Candace Evans ("Plaintiff"), individually and on behalf of all others
5 similarly situated and other aggrieved employees and Gordon Rees Scully Mansukhani, LLP appears
6 as counsel for Defendant Big Joe California North, Inc., dba Big Joe Handling Systems (erroneously
7 sued as Big Joe Handling Systems, Inc.) ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class and Representative
13 Action Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT
14 1" to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval
15 of Class Action Settlement. This is based on the Court's determination that the Settlement falls
16 within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Award, Enhancement Payment, LWDA Payment, Settlement Administration Costs,
3 and payments to the Settlement Class Members provided thereby, appear to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class Members are
7 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
18 of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees who worked for
22 Defendant within the State of California at any time during the period from February
23 20, 2016, through June 10, 2021.

24 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna
25 Ghosh of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Candace Evans as the representative of
27 the Class ("Class Representative").

28 9. The Court provisionally appoints Phoenix Class Action Administration Solutions
("Phoenix") to handle the administration of the Settlement ("Settlement Administrator").

1 10. Within ten (10) business days of the date of this Order, Defendant shall provide the
2 Settlement Administrator with the following information about each Class Member: full name, last
3 known home address, Social Security number, beginning and ending dates of employment, and
4 number of Workweeks (collectively referred to as the “Class List and Data”) in conformity with the
5 Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action
7 Settlement (“Notice Packet”) attached hereto as “**EXHIBIT 1.**” The Notice Packet shall be provided
8 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
9 Notice Packet appears to fully and accurately inform the Class Members of all material elements of
10 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting a Request
11 for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them, and of
12 each Settlement Class Member’s right and opportunity to object to the Settlement by submitting a
13 Notice of Objection. The Court further finds that distribution of the Notice Packet substantially in
14 the manner and form set forth in the Settlement Agreement and this Order, and that all other dates
15 set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
16 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
17 Settlement Administrator to mail the Notice Packet by First-Class U.S. mail to all Class Members
18 within five (5) business days of receipt of the Class List and Data, pursuant to the terms set forth in
19 the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
22 to be excluded from the Settlement by submitting a valid and timely Request for Exclusion in
23 conformity with the requirements set forth in the Notice Packet, to the Settlement Administrator,
24 postmarked on or before the date which is forty-five (45) calendar days from the initial mailing of
25 the Notice Packet to Class Members (“Response Deadline”), or, in the case of a re-mailed Notice
26 Packet, the Response Deadline will be extended fifteen (15) calendar days from the original
27 Response Deadline. Any such person who validly and timely chooses to opt out of, and be excluded
28 from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound

1 by the Settlement or have any right to object, appeal, or comment thereon. Class Members who
2 have not submitted a valid and timely Request for Exclusion (i.e., Settlement Class Members) shall
3 be bound by the Settlement Agreement and any final judgment based thereon.

4 13. A Final Approval Hearing shall be held before this Court on
5 _____ at _____ a.m./p.m. in
6 Department 23 of the Alameda County Superior Court, located at Rene C. Davidson Courthouse,
7 1225 Fallon St., Oakland, California 94612, to determine all necessary matters concerning the
8 Settlement, including: whether the proposed settlement of the action on the terms and conditions
9 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
10 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
11 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
12 to the Class Members; and determine whether to finally approve the requests for the Class Counsel
13 Award, Enhancement Payment, LWDA Payment, and Settlement Administration Costs.

14 14. Class Counsel shall file a motion for final approval of the Settlement and for the
15 Class Counsel Award, Enhancement Payment, LWDA Payment, and Settlement Administration
16 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
17 Administrator's _____ declaration, _____ by
18 _____, to be heard at the Final
19 Approval Hearing.

20 15. To object to the Settlement, a Class Member must submit their Notice of Objection
21 to the Settlement Administrator by the Response Deadline. The Notice of Objection must be signed
22 and must contain the information that is required, as set forth in the Notice Packet, including and not
23 limited to the grounds for the objection. Alternatively, a Class Member may appear at the Final
24 Approval Hearing and present his or her objection to the Court orally, even without written
25 objection.

26 16. The Settlement is not a concession or admission, and shall not be used against
27 Defendant as an admission or indication with respect to any claim of any fault or omission by
28 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any

document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____
The Honorable Brad Seligman
Judge of the Superior Court

EXHIBIT 1

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.**