

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Jose Luis Gonzalez (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendant Lacey Milling Company (“Lacey” or “Defendant”). Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Daniel J. Brown of Stansbury Brown Law (“Class Counsel”). Lacey is represented by Rissa A. Stuart of Kahn, Soares & Conway, LLP.

### DEFINITIONS

1. “Action” shall mean the lawsuit filed against Defendant on or about October 16, 2019 captioned *Jose Luis Gonzalez v. Lacey Milling Company*; and Does 1 through 50, inclusive, in the Superior Court of California for the County of Kings Case No. 19C0361.
2. “Aggrieved Employee” shall mean any person who was employed by Defendant and against whom one or more of the alleged Labor Code violations was committed, as set forth in California Labor Code Section 2699(c), and as alleged in the “PAGA Claims.”
3. “Class Counsel” shall mean Daniel J. Brown of Stansbury Brown Law.
4. “Class Members” shall mean all non-exempt current and former employees of Defendant in California who were paid on an hourly basis any time during the Class Period. As of March 4, 2020, there are 20 individual Class Members.
5. “Class Period” means October 16, 2015 through the date the Court grants preliminary approval of this Settlement.
6. “Class Representative” or “Plaintiff” shall mean Plaintiff, Jose Luis Gonzalez.
7. “Court” means the Superior Court of the State of California for the County of Kings.
8. “Court’s Final Order and Judgement” means the Final Order Approving class Action Settlement and Judgement in a form to be agreed upon by the Parties and approved by the Court.
9. “Defendant’s Counsel” shall mean Rissa A. Stuart of Kahn, Soares & Conway, LLP.
10. “Final Approval Hearing” shall mean the hearing whereat the Court shall consider, without limitations, any timely objections to the Settlement from Class Members, testimony from the Parties or their counsel, declarations regarding the claims process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.
11. “Individual Settlement Award” will be the portion of the “Net Settlement Amount” payable to any “Settlement Class Member.”

12. “Notice of Proposed Settlement” or “Notice Packet” means the Notice of Pendency of Class Action, Notice of Settlement Award, and Request for Exclusion Form, including a Spanish translation thereof, in substantially the form attached hereto as Exhibit A, and as approved by the Court.

13. “PAGA” shall mean the California Labor Code Private Attorneys General Act, Labor Code §§2698 *et seq.*

14. “PAGA Claims” are claims arising under the California Private Attorney General Act of 2004, California Labor Code Section 2698, *et seq.* predicated on violations of Labor Code §§201-204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and as set forth in Plaintiff’s Notice to the Labor and Workforce Development Agencies and the FAC.

15. “Enhancement Award” shall mean the service payment made to Plaintiff in his capacity as a Class Representative, which sum is over and above her pro-rata share as a class member.

16. “Settlement” or “Stipulation of Settlement” or “Settlement Agreement” means this Joint Stipulation of Settlement of Class Action Claims.

17. “Settlement Administrator” means Phoenix Settlement Administrators.

19. “Settlement Class Members” means individual “Class Members” who did not opt out of the Settlement by submitting a valid request for exclusion.

20. “Settlement Fund” refers to One Hundred and Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00), which is the maximum amount that Defendant will pay pursuant to this Settlement, subject to paragraph 35(D) below, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant separately and in addition to the Settlement Fund. The Settlement Fund amount is based on Defendant’s representation that there are 20 Class Members.

#### RECITALS

21. Plaintiff filed a Class Action Complaint (“Complaint”) against Lacey on October 16, 2019 in Kings County Superior Court, Case No. 19C0361, which alleges causes of action for: (1) failure to provide meal periods; (2) failure to pay minimum and straight time wages; (3) failure to pay overtime compensation; (4) failure to timely pay wages upon termination if employment; (5) failure to provide accurate statements and maintain required records; and (6) unfair business practices.

22. As part of this Settlement, the Parties will stipulate to the filing of a First Amended Class and Representative Action Complaint (“FAC”) which will include a claim for failure to provide non-exempt employees rest periods and a claim for violations of the PAGA. Together the Complaint and FAC are referred to hereinafter as the “Lawsuit.”

23. Defendant denies any liability and wrongdoing of any kind whatsoever associated with the Lawsuit and further, denies that for any purpose other than settling this Lawsuit, that the same is appropriate for Class Action or representative treatment.

24. Given the risks and uncertainties of litigation and after mediating this matter with Retired Justice Stephen Kane, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

25. It is the Parties' desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the allegations of this Lawsuit.

26. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Class Released Claims and all PAGA Claims against all Released Parties.

27. It is the Parties' intention that this Settlement shall not become effective until the Court's order approving the Settlement is final, and there is no further recourse by any Class Member or other party with standing to contest or appeal the Settlement.

28. Counsel has conducted a thorough investigation into the facts of this Lawsuit, including an extensive review of relevant documents and data and depositions of witnesses, and has diligently pursued an investigation of claims of the Class Members against Defendant and PAGA Claims. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, the class being decertified, and the defenses asserted by Defendant. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interests of the Class Members. Counsel for the Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties sought pursuant to the PAGA.

29. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Stipulation of Settlement.

#### TERMS OF SETTLEMENT

30. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

31. It is agreed by and between Plaintiff and Defendant that this case and any claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Plaintiff on behalf of himself, the Settlement Class, and/or Aggrieved Employees arising out of the disputes which are the subject to this case, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

32. **Effective Date:** The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation of Settlement has been executed by Plaintiff, Defendant, Class Counsel and Defendant's Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice Packet has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (v) only in the event there are written objections filed prior to the formal fairness hearing which are not later withdrawn, or timely intervention filed by a party with standing, the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

**33. Certification for Settlement Purposes.** For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

**Settlement Class** - All persons employed by Lacey Milling Company to work in any hourly paid, non-exempt job position for Lacey Milling Company, as either a temporary or permanent employee, in California at any time during the period of October 16, 2015 through the date the Court grants preliminary approval of class action settlement. ("Settlement Class" or "Class Members").

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

**34. Releases.**

- A. **Releases by Settlement Class Members.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties") for all claims, causes of action, and legal theories alleged or which could have been alleged or otherwise raised based on the facts in the FAC, to be filed simultaneously herewith, including: (a) failure to provide meal periods; (b) failure to pay all minimum and

straight time wages; (c) failure to pay all overtime wages; (d) failure to authorize or permit all rest periods or pay rest period premiums for non-compliant rest periods; (e) failure to provide itemized wage statements; (f) failure to pay all wages owed to employees upon their separation of employment; (g) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the FAC; and (h) all claims for civil penalties under PAGA, that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the FAC (collectively, the “Released Claims”) and the LWDA Notice.

- B. **Plaintiff’s Release of Unknown Claims.** In light of his Class Representative Enhancement Payment, Plaintiff, Jose Luis Gonzalez, has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers’ compensation claims), then those claims will not be released.

**35. Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Lacey agrees to pay a Settlement Fund of One Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$187,500.00) (the “Maximum Settlement Amount”) in full and complete settlement of this matter, as follows:

- A. The Maximum Settlement Amount shall be deposited with the Settlement Administrator no later than 15 business days after the Effective Date.
- B. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments to the Settlement Class;
  - (2) All fees and expenses of the Settlement Administrator associated with the administration of the settlement, which are anticipated to be no greater than Four Thousand One Hundred Dollars and Zero Cents (\$4,100.00);
  - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff’s Enhancement Payment, subject to Court approval, in recognition of Plaintiff’s general release of claims, contributions to the Lawsuit, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full

force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;

- (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be Sixty-One Thousand Eight Hundred and Seventy-Five Dollars (\$61,875.00), plus up to Ten Thousand Dollars (\$10,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding; and
  - (5) Five Thousand Dollars (\$5,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or One Thousand Two Hundred Fifty Dollars (\$1,250.00) will be payable to the Settlement Class as the "PAGA Amount."
- C. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Maximum Settlement Amount.
- D. **Escalator Clause.** Defendant represents that as of March 4, 2020, there were approximately 20 Class Members. If, at the time of preliminary approval, the number of Class Members has increased by more than 20% (i.e., if there are more than 24 Class Members), then Defendant shall increase the Maximum Settlement Amount on a pro-rata basis equal to the increase in class size (e.g., if the actual class size were 25% greater than 20 Class Members, increasing the class size to 25 members, Defendant will increase the Maximum Settlement Amount by 25%).

**36. Settlement Award Procedures.** Class Members are not required to submit a claim form to receive their Individual Settlement Award. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for the Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment. The remaining amount shall be known as the "Net Settlement Fund."
- B. From the Net Settlement Fund, the Settlement Administrator will calculate each Class Member's Individual Settlement Award.

Settlement Awards shall be based on the following formula:

- i. Waiting Time Amount: Ten percent (10%) of the Net Settlement Fund shall be designated as the "Waiting Time Amount." Each Settlement Class

Member who separated their employment from Lacey at any time from October 16, 2016 to the date of preliminary approval shall receive an equal, pro-rata share of the Waiting Time Amount.

- ii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Fund shall be designated as the “Wage Statement Amount.” Each Settlement Class Member who was employed by Lacey at any time from October 16, 2018 to the date of preliminary approval shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods that he or she worked during the period from October 16, 2018 to the date of preliminary approval.
- iii. PAGA Amount: Each Settlement Class Member who was employed by Lacey at any time from October 16, 2018 to the date of preliminary approval shall receive a portion of the One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) of the Net Settlement Fund that has been designated as the “PAGA Amount” proportionate to the number of pay periods that he or she worked during the period from October 16, 2018 to the date of preliminary approval.
- iv. The remainder of the Net Settlement Fund shall be distributed to each Settlement Class Member based on their proportionate share of Eligible Workweeks (defined below) during the Class Period, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the participating Settlement Class Member’s Eligible Workweeks during the Class Period, and the denominator of which is the total Eligible Workweeks of all participating Settlement Class Members during the Class Period.

An “Eligible Workweek” shall be any workweek in which the Class Member worked at least one day during the workweek based on Lacey’s records.

- C. Within ten (10) days following the funding of the Maximum Settlement Amount with the Settlement Administrator by Lacey, the Settlement Administrator will calculate Individual Settlement Award amounts and will prepare and mail Individual Settlement Awards to Settlement Class Members.
- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, twenty percent (20%) of each Individual Settlement Award shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each Individual Settlement Award shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each Settlement Class Member who receives an Individual Settlement Award must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and will be sent to the State of California Unclaimed Wages Fund in the name of the employee pursuant to California Code of Civil Procedure Section 384 as such distribution furthers the purpose of the underlying action and is in the interest of the class.
- F. Neither Plaintiff nor Lacey shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his or its own acts of omission or commission, the same is true for the Settlement Administrator.

**37. Class Counsel's Attorneys' Fees and Litigation Costs.** Lacey will not object to a request for a total award of attorneys' fees to Class Counsel of one-third of the Maximum Settlement Amount, which is currently estimated to be Sixty-One Thousand Eight Hundred and Seventy Five Dollars (\$61,875.00) plus up to Ten Thousand Dollars (\$10,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

**38. Plaintiff's Enhancement Payment.** Lacey will not object to a request for a Class Representative Enhancement Payment for Plaintiff of Five Thousand Dollars (\$5,000.00) in exchange for the general release of his claims, his time and risks in prosecuting this case, and his service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiff is for his services in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancements constitute wages for income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Lacey from the Enhancement paid under this Settlement Agreement. In addition, Plaintiff shall hold Lacey, Released Parties and Class Counsel harmless and indemnify Lacey, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Lacey by reason of any claims relating to the non-withholding of taxes from the Enhancement.

**39. Settlement Administrator.** Lacey will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator nor to Class Counsel seeking Court approval to pay up to Four Thousand One Hundred Dollars and Zero Cents (\$4,100) from the Maximum Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Award amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Section 4(E). The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class Members.

**40.** Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Daniel J. Brown of Stansbury Brown Law as Class Counsel;
- C. Appointing Jose Luis Gonzalez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Notice of Settlement Award), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

**41. Notice Procedures.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen business (15) days after entry of an order preliminarily approving this Settlement Agreement, Lacey will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of Class Members, as well as the total workweeks worked by each member of the Settlement Class during the Class Period.
- B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members; (ii) update the addresses of any Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Class Member at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Class Member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.
- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member immediately, and in any event within three (3) business days of obtaining the updated address. Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection.
- E. **Opt-Out/Request for Exclusion Procedures.** Any Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
  - i. The Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security Number of the Class Member; (2) must be signed by the Class Member; and (3) must be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion fails to comply with items (1)-(3), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion form not containing a Class Member’s telephone number and/or last four digits of the Social Security Number will be deemed valid. The date of the postmark on the Request for Exclusion, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, intervene, appeal or comment thereon.
- F. **Objections.** Members of the Settlement Class who do not opt-out may object to this Settlement Agreement by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Lacey’s counsel as well as filing them with the Court). Objections must be postmarked on or before the Response Deadline. If Class Counsel and/or Lacey receive an objection, they shall file any responses with the Court within ten (10) business days of their receipt.

- G. **Challenges to Individual Settlement Award Calculations.** Class Members will have the opportunity, should they disagree with Lacey's records regarding the number of Eligible Workweeks stated in their Notice Packet, to challenge the data provided. In order to challenge Lacey's data, the Class Member must provide documentation and/or an explanation demonstrating that Lacey's data is incorrect and evidencing the correct number of Eligible Workweeks that the Class Member believes they should have been credited with. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.
- H. **Dispute Resolution.** The Settlement Administrator shall have the initial responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Class Member's Individual Settlement Awards, the allocation of W-2 wages, and the number of Eligible Workweeks. Where the information submitted by Lacey from its records differs from the information submitted by the Class Member, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall fax or email copies of all available information to all counsel. The Parties will resolve all disputes jointly, which shall be final and binding on any Class Member disputes, and shall thereafter instruct the Settlement Administrator how to proceed in processing the disputed claim. If the Parties cannot reach agreement, disputes shall be referred to the Court for a final determination at the Final Approval hearing.

**42. Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

**43. Non-Admission.** Lacey denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Lacey. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context

other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

**44. Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

**45. Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth below, or such other addresses as the Parties may designate in writing from time to time:

|                  |                                                                                                                               |
|------------------|-------------------------------------------------------------------------------------------------------------------------------|
| if to Lacey:     | Rissa A. Stuart<br>Kahn, Soares & Conway, LLP<br>219 North Douty Street<br>Hanford, CA 93230<br>rstuart@kschanford.com        |
| if to Plaintiff: | Daniel J. Brown, Esq.<br>Stansbury Brown Law<br>2610 ½ Abbot Kinney Blvd.<br>Venice, CA 90291<br>dbrown@stansburybrownlaw.com |

**46. Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

**47. Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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[SIGNATURES ON FOLLOWING PAGE]

**EXECUTION BY PARTIES AND COUNSEL**

DATED:

Lacey Milling Company

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

Scott Lendrum, Vice President

DATED:

Jose Luis Gonzalez

By: Jose Gonzalez

Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED:

KAHN, SOARES & CONWAY, LLP

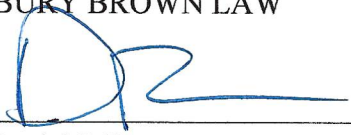
By: \_\_\_\_\_

Rissa A. Stuart

Attorneys for Defendant

DATED:

STANSBURY BROWN LAW

By: 

Daniel J. Brown

Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KINGS

JOSE LUIS GONZALEZ, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

LACEY MILLING COMPANY; a California  
Corporation, and DOES 1 through 100,

Defendants.

Case No. 19C0361

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All persons employed by Lacey Milling Company to work in any hourly paid, non-exempt job position for Lacey Milling Company, as either a temporary or permanent employee, in California at any time during the period of October 16, 2015 through <<PRELIM APPROVAL DATE>>.

**PLEASE READ CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this Notice?***

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Jose Luis Gonzalez v. Lacey Milling Company*, Kings County Superior Court, Case No. 19C0361 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Lacey Milling Company’s (“Lacey”) records show that you were employed at Lacey as a non-exempt employee in California between October 16, 2015 and <<PRELIM APPROVAL DATE>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiff Jose Luis Gonzalez (“Plaintiff”) brought this Lawsuit against Lacey on a class and representative action basis on behalf of a class of all current and former non-exempt employees who worked for Lacey in California from October 16, 2015 through <<PRELIM APPROVAL DATE>>. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Lacey failed to pay Class Members all earned minimum straight, and overtime wages, failed to provide all legally-required meal and rest periods, failed to timely pay all wages due or final wages due, and failed to provide accurate, itemized wage statements, and as a result of the foregoing alleged violations, engaged in unlawful business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Lacey denies that it has done anything wrong. Lacey also denies that it owes Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Lacey, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Lacey has concluded that it is in its best interests to settle the Lawsuit on the terms summarized in this Notice. After Lacey provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Lacey, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

**If you are still employed by Lacey, your decision about whether to participate in the Settlement will not affect your employment.** California law and Lacey's policy strictly prohibit unlawful retaliation. Lacey will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his/her decision to either participate or not participate in the Settlement.

#### ***Who are the Attorneys?***

|                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attorneys for Plaintiff/Settlement Class:<br><br><b>STANSBURY BROWN LAW</b><br>Daniel J. Brown<br>dbrown@stansburybrownlaw.com<br>2610 ½ Abbot Kinney Blvd.<br>Venice, California 90291<br>Tel: (323) 207-5925<br>www.stansburybrownlaw.com | Attorneys for Lacey:<br><br><b>KAHN, SOARES &amp; CONWAY, LLP</b><br>Rissa A. Stuart<br>rstuart@kschanford.com<br>219 North Douty Street<br>Hanford, California 93230<br>Tel: (559) 584-3337<br>Fax: (559) 584-3348<br>www.kschanford.com |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### ***What are the terms of the Settlement?***

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who have worked for Lacey in California during the time period of October 16, 2015 through <<PRELIM APPROVAL DATE>>. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice ("Settlement Class Members") will be bound by the Settlement and will release their claims against Lacey as described below.

Lacey has agreed to pay \$187,500 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, and the Class Representative's Enhancement Payment.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

**Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Lawsuit on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Maximum Settlement Amount, which is currently estimated at \$61,875.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$10,000 in verified costs incurred in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$4,100 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an Enhancement Payment in the amount of \$5,000, to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to State of California. The Parties have agreed to allocate \$5,000 towards the Settlement of the PAGA claims in the Lawsuit. \$3,750 will be paid to the State of California Labor and Workforce Development Agency, representing its 75% share of the civil penalties. The remaining \$1,250 will be allocated to Settlement Class Members as described below.

Calculation of Individual Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Fund, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion Form (described below). The Net Settlement Fund is estimated at approximately \$102,775, and will be divided as follows:

- (i) 10% of the Net Settlement Fund shall be designated as the “Wage Statement Amount” and will be allocated to participating Class Members based on their proportionate share of Eligible Workweeks (defined as any workweek in which the Class Member worked at least one day during the workweek based on Lacey’s records) whose employment with Lacey ended at any time between October 16, 2018 and <<PRELIM APPROVAL DATE>>.
- (ii) 10% of the Net Settlement Fund shall be designated as the “Waiting Time Amount” and will be allocated in equal amounts to all participating Class Members whose employment with Lacey ended at any time between October 16, 2016 and <<PRELIM APPROVAL DATE>>.
- (iii) \$1,250.00 of the Maximum Settlement Amount has been designated as the “PAGA Amount.” Each participating Class Member who was employed by Lacey at any time from October 16, 2018 to <<PRELIM APPROVAL DATE>> shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the time period of October 16, 2018 to <<PRELIM APPROVAL DATE>>.
- (iv) The remainder of the Net Settlement Fund shall be distributed to each participating Class Member based on their proportionate share of Eligible Workweeks (defined as any workweek in which the Class Member worked at least one day during the workweek based on Lacey’s records) during the Class Period.

Payment of the Settlement. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Class Members who did not submit a valid and timely Request for Exclusion Form.

Allocation and Taxes. For tax purposes, each Settlement Award shall be treated as follows: 20% as “wages,” for which an IRS Form W-2 will be issued; and 80% as penalties and interest, for which an IRS Form 1099 will be issued. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Lacey and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of awards they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion Form, will fully release and discharge Lacey, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”), from all claims, causes of action, and legal theories alleged or which could have been alleged or otherwise raised based on the facts in the First Amended Class and Representative Action

Complaint (“FAC”), including: (a) failure to provide meal periods; (b) failure to pay all minimum and straight time wages; (c) failure to pay all overtime wages; (d) failure to authorize or permit all rest periods or pay rest period premiums for non-compliant rest periods; (e) failure to provide itemized wage statements; (f) failure to pay all wages owed to employees upon their separation of employment; (g) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the FAC; (h) all claims for civil penalties under PAGA, that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the FAC (collectively, the “Released Claims”), and the LWDA Notice. For members of the Settlement Class who do not validly opt out, the release period shall run from October 16, 2015 through <<PRELIM APPROVAL DATE>> (“Class Period”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, whether you have separated employment from Lacey between October 16, 2016 and <<PRELIM APPROVAL DATE>>, and the proportionate number of workweeks you worked between October 16, 2018 and <<PRELIM APPROVAL DATE>>, as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

#### ***What other options do I have?***

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, whether you have separated employment from Lacey between March October 16, 2016 and <<PRELIM APPROVAL DATE>>, and the proportionate number of workweeks you worked between October 16, 2018 and <<PRELIM APPROVAL DATE>>. The information contained in Lacey’s records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing the Request for Exclusion Form included with this Notice, and sending it to the Settlement Administrator postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion Form, upon receipt by the Settlement Administrator, will no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion Form.** If you do, the Request for Exclusion Form will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific

reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. All written objections or other correspondence must state the name and number of the case, which is *Jose Luis Gonzalez v. Lacey Milling Company et al.*, Kings County Superior Court Case No. 19C-0361.

You may also object by appearing at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 10 of the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, California 93230. You have the right to appear either in person or through your own attorney at this hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 10 of the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, California 93230. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Payment to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

#### ***How can I get additional information?***

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, CA 93230, during regular court hours. You may also visit the Kings County Superior Court website at [www.kings.courts.ca.gov](http://www.kings.courts.ca.gov) to inspect the Court's files by going to the "Case Information" tab, selecting "Smart Search," and entering the case number information. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, LACEY, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

#### ***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, the Request for Exclusion Form, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

## EXHIBIT 2

## NOTICE OF SETTLEMENT AWARD

### JOSE LUIS GONZALEZ V. LACEY MILLING COMPANY KINGS COUNTY SUPERIOR COURT CASE NO. 19C0361

Please complete and return this Form to <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**(III) Information Used to Calculate Your Settlement Award:**

According to Lacey Milling Company's ("Lacey") records:

- (a) you worked for Lacey in California from \_\_\_\_\_ to \_\_\_\_\_;
- (b) you worked \_\_\_\_\_ Workweeks between October 16, 2015 and <<PRELIM APPROVAL DATE>> for Lacey;
- (c) you worked \_\_\_\_\_ Pay Periods between October 16, 2018 and <<PRELIM APPROVAL DATE>> for Lacey; and
- (d) your employment with Lacey <<DID/DID NOT>> end between October 16, 2016 and <<PRELIM APPROVAL DATE>>.

Based on the above, your Settlement Award is estimated at \$ \_\_\_\_\_.

**(IV) If you disagree with items (a), (b), (c), and/or (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you dispute the above information from Lacey's records, Lacey's records will control unless you are able to provide documentation that establishes otherwise and that Lacey's records are mistaken. If there is a dispute about whether Lacey's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED  
NO LATER THAN <<RESPONSE DEADLINE>>.**

## EXHIBIT 3

## REQUEST FOR EXCLUSION FORM

*Jose Luis Gonzalez v. Lacey Milling Company*  
Kings County Superior Court  
Case No. 19C0361

IF YOU ***DO NOT*** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MAY ***COMPLETE, SIGN AND MAIL*** THIS FORM, POSTMARKED ON OR BEFORE **[INSERT DATE]**, ADDRESSED AS FOLLOWS:

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PHOENIX SETTLEMENT ADMINISTRATORS

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**DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Jose Luis Gonzalez v. Lacey Milling Company*, Kings County Superior Court, Case No. 19C0361.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *GONZALEZ V. LACEY MILLING COMPANY* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.

---

Name

Telephone Number

---

Address

---

Date

Signature

Last Four Digits of Social Security Number: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_