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Attorneys for Plaintiff
BRIAN PERRY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

BRIAN PERRY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

PICROW, INC., a California
Corporation; PICROW UNLIMITED,
LLC, a California Limited Liability
Company; ELECTRA LANG, an
individual; PETER A. LANG, an
individual; HORMEL FOODS
CORPORATION and Does 1 to 100,
inclusive,

Defendants.

Case No. 20STCV39699

*Assigned to the Hon. Kenneth R.
Freeman, Dept: 14*

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

Date: Sept. 30, 2021

Time: 11 a.m.

Place: Dept. 14

United States Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: Oct. 14, 2020

FILED
Superior Court of California
County of Los Angeles

10/08/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Cervantes Deputy

1 **TO EACH PARTY AND TO EACH PARTY’S ATTORNEY OF RECORD:**

2 **WHEREAS**, the Court has before it the unopposed motion by Plaintiff Brian Perry
3 (“Plaintiff”) for preliminary approval of a proposed class-action settlement.

4 **WHEREAS**, the parties having made application for an order preliminarily
5 approving the settlement of this action, in accordance with the Class Settlement
6 Agreement (“Agreement”) that sets forth the terms and conditions for a proposed
7 settlement of the litigation upon the terms and conditions set forth therein;

8 **WHEREAS**, the Court has read and considered the Motion for Preliminary
9 Approval;

10 **WHEREAS**, the Court having read and considered the Agreement; and

11 **WHEREAS**, all defined terms containing herein having the same meanings as
12 those set forth in the Agreement;

13 **IT IS HEREBY ORDERED:**

14 1. The Court hereby preliminarily approves the Agreement as being within
15 range of possible approval and finds no grounds to doubt its fairness.

16 2. The Agreement has been negotiated at arm’s-length and is preliminarily
17 determined to be fair, reasonable and adequate, pending final hearing and approval.

18 3. Solely for purposes of the proposed settlement, a Settlement Class is hereby
19 provisionally certified pursuant to section 382 of the California Code of Civil Procedure
20 as follows:

21 All persons who are or were employed by Defendants on a December 2019 Hormel
22 commercial shoot identified as Hormel 0000019050 as an employee in the State of
23 California at any time between December 1, 2019 to January 7, 2020. Excluded
from the Settlement Class are all Persons who properly and timely elect to opt out.

24 4. Solely for purposes of the proposed settlement, the Court does hereby
25 preliminarily approve: (a) Alan Harris and David Garrett of Harris & Ruble as Class
26 Counsel; and (b) Brian Perry as Class Representative.

27 5. The deadline for Class Counsel to file a Motion for Final Approval of
28 Settlement (including any responses to any objections) and Motion for Attorneys’ Fees

1 and Costs is February 24, 2022.

2 6. On March 24, 2022, at 10:00 a.m., or on such other date and time
3 as the Court may hereafter designate, a final fairness hearing shall be held before this
4 Court, in Department 14 or in such other Department as the Court may hereafter
5 designate, to determine (a) whether the proposed settlement of the litigation on the terms
6 and conditions provided for in the Agreement is fair, reasonable, and adequate and (b)
7 the amount of attorneys' fees and costs that should be awarded to Class Counsel and the
8 amount of incentive payment that should be awarded to Class Representative. The
9 hearings may be postponed, adjourned, or rescheduled by order of the Court without
10 further notice to the Class.

11 7. Phoenix Class Administration is appointed as Settlement Administrator.

12 8. The Settlement Administrator shall supervise and administer the notice
13 procedure as more fully set forth in the Agreement. The approved Notice is attached
14 hereto as Exhibit 1.

15 9. All members of the Class who do not exclude themselves from the
16 Settlement shall be bound by all determinations and judgments in the litigation
17 concerning the Settlement, whether favorable or unfavorable to the Settlement Class.
18 Any member of the Class who wishes to be excluded from the Settlement Class and not
19 participate in the proposed settlement must submit a request for exclusion as more fully
20 set forth in the Agreement.

21 10. Any member of the Settlement Class may enter an appearance in the
22 litigation, at his or her own expense, individually or through counsel of his or her own
23 choice, by filing a notice to appear. Any member of the Settlement Class who does not
24 enter an appearance or exclude himself or herself from the Class—*i.e.*, opt out of the
25 Settlement—will be represented by Class Counsel as to all of the released claims more
26 fully set forth in the Agreement.

27 11. Members who do not exclude themselves from the Class—*i.e.*, opt out of the
28 Settlement—shall be permitted to object to the Settlement as more fully set forth in the

1 Agreement. Any written objections shall state each specific objection and any legal
2 support for each objection. The objection must also state the member's full name and
3 address. Plaintiff's Counsel and Defendant's Counsel thereafter shall be entitled to file
4 and serve a response to any such objection no later than five (5) court days before the
5 hearing on final approval of the Settlement. If the Court rejects the member's objection,
6 the member of the Class still will be bound by the terms of the Agreement. If the Court
7 approves the Settlement despite any objections, the member of the Class will receive his
8 or her share of the settlement proceeds.

9 12. The Court reserves the right to adjourn the date of the final approval hearing
10 without further notice to the Settlement Class members, and the Court retains jurisdiction
11 to consider all further applications arising out of or connected with the proposed
12 settlement.

13 13. The Agreement and the Settlement are preliminarily approved but are not an
14 admission by Defendant of the validity of any claims in this class action, or of any
15 wrongdoing by Defendant or of any violation of law. Neither the Agreement nor any
16 related document shall be offered or received in evidence in any civil, criminal or
17 administrative action or proceeding other than such proceedings as may be necessary to
18 consummate or enforce the Agreement and Settlement. The obligations set forth in the
19 Agreement are deemed part of this Order.
20

21 **IT IS SO ORDERED.**

22
23 DATED: 10/08/2021



Kenneth R. Freeman

JUDGE, CALIFORNIA SUPERIOR COURT

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

bsorsher@fisherphillips.com
rking@fisherphillips.com
dwang@fisherphillips.com

/s/ David Garrett
David Garrett

Exhibit 1

IMPORTANT LEGAL NOTICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BRIAN PERRY, individually and on behalf of a
others similarly situated,

Plaintiff,

v.

PICROW, INC., a California Corporation;
PICROW UNLIMITED, LLC, a California
Limited Liability Company; ELECTRA LANG,
an individual; PETER A. LANG, an individual;
HORMEL FOODS CORPORATION and Does
to 100, inclusive,

Defendants.

CASE NO. 20STCV39699

**NOTICE OF PRIVATE ATTORNEY
GENERAL ACT (“PAGA”) AND
CLASS ACTION SETTLEMENT AND
SETTLEMENT HEARING**

TO: All persons who are or were employed by Defendants on a December 2019 Hormel commercial shoot identified as Hormel 0000019050 as an employee in the State of California at any time between December 1, 2019, to January 7, 2020 (the “Class Period”).

**THIS NOTICE AFFECTS YOUR RIGHTS.
PLEASE READ IT CAREFULLY.**

A court authorized this notice. This is not a solicitation from a lawyer.

1. YOU ARE HEREBY NOTIFIED that a proposed settlement (the “Settlement”) of the above-captioned class action (the “Action”) filed in the Los Angeles Superior Court has been reached by the parties and has been granted Preliminary Approval by the Court supervising the Action. The proposed Settlement will resolve all claims asserted in the Action for all individuals described above (the “Class”). The Los Angeles County Superior Court has ordered that this Class Notice be sent to you because you may be a member of the Class. The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights under the Settlement.

PARTICIPATE

You are not required to take any action to receive financial benefits under the Settlement. If you do nothing, your share of the settlement proceeds will be mailed to you, you will give up your rights to be part of any other lawsuit involving the same or similar legal claims as the ones in this Action, and you will be bound by the releases described below.

EXCLUDE YOURSELF

If you want to retain your rights and do not want to participate in the class action settlement, you must submit a Request for Exclusion to the Settlement Administrator postmarked no later than **[Opt Out Deadline]**, 2021 **[45 days from mailing]**. Persons who elect to exclude themselves are “Opt Outs.” Instructions for submitting a Request for Exclusion are set forth below. Whether or not you exclude yourself from the Class Settlement, you will receive a check for the Private Attorney General Act (“PAGA”) portion of the Settlement, and shall release the PAGA claims herein. You cannot exclude yourself from the PAGA Settlement.

OBJECT

If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator (who will send copies to the Court) postmarked no later than **[Objection Deadline]**, 2021 **[45 days from mailing]**.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at ____ a.m./p.m. on _____, 202__ in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You are not required to attend the Hearing.

SUMMARY OF LITIGATION

2. A complaint was filed by Brian Perry (“Plaintiff”) on behalf of himself and others similarly situated against Picrow, Inc.; Picrow Unlimited, LLC; Electra Lang; Peter A. Lang and Hormel Foods Corporation (collectively, “Defendants”), in the Superior Court of California for the County of Los Angeles. The Action alleges, among other things, that employees that worked on a December 2019 Hormel commercial shoot identified as Hormel 0000019050 for Defendants during the class period (the “Class Members”) were not timely paid and provided itemized wage statements with all legally required information. The lawsuit seeks restitution and penalties (including PAGA penalties) and interest on all such damages or penalties, as well as attorneys’ fees and costs.
3. The Action includes claims under the California Labor Code.
4. After an exchange of relevant information, the Parties reached the Settlement that is memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Class Notice.
5. You have received this Class Notice because records show you are a member of the Class and your rights may be affected by this Settlement.

POSITIONS OF THE PARTIES

6. Defendants have denied and continue to deny each of the claims in the Action. Defendants contend that Class Members were provided with itemized wage statements with all required information and were properly paid under California law. Defendants have repeatedly asserted and continue to assert defenses to the claims in the Action, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither the proposed Settlement nor any action taken to carry out the proposed Settlement is, may be construed as, or may be used as an admission, concession or indication by or against Defendants of any fault, wrongdoing or liability whatsoever, including any concession that certification of a class other than for purposes of this Settlement would be appropriate in this or any other case.

7. Counsel for Plaintiff (“Class Counsel”) has significantly investigated and researched the facts and circumstances underlying the issues raised in the Action, and the law applicable thereto. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Action against Defendants through trial and through any possible appeals. Class Counsel has also taken into account the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified, as well as the difficulties and delays generally inherent in such litigation.

8. Class Counsel is also aware of the burdens of proof necessary to establish liability for the claims, of Defendants’ defenses thereto, and of the difficulties in establishing damages for the Class. Class Counsel also has taken into account the extensive settlement negotiations conducted by the Parties. Based on the foregoing, Class Counsel believes the proposed Settlement is fair, adequate and reasonable and in the best interests of the Class.

9. Defendants have extensively investigated and researched the facts and circumstances underlying the issues raised in the Action, and the law applicable thereto. Although Defendants believe they have meritorious defenses to the Action, Defendants have concluded that the further defense of this Action would be lengthy and expensive for all Parties. Defendants have, therefore, agreed to settle this Action in the manner and upon the terms set forth in the proposed Settlement to put to rest all claims that are or could have been asserted against Defendants and the Released Parties in the Action.

10. The Court has made no ruling on the merits of Plaintiff’s claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

PRELIMINARY APPROVAL OF THE SETTLEMENT

11. On September 30, 2021, for purposes of the Settlement, the Court held a Preliminary Approval Hearing during which it preliminarily approved the Settlement Agreement as being within the range of possible approval and as disclosing no grounds to doubt its fairness. The Court determined that the Settlement Agreement was negotiated at arm’s-length and was preliminarily determined to be fair, reasonable and adequate, pending final hearing and approval. Solely for purposes of the proposed settlement, a Settlement Class was provisionally certified pursuant to Section 382 of the California Code of Civil Procedure as follows: **“All Persons who are or were employed by Defendants on a December 2019 Hormel commercial shoot identified as Hormel 0000019050 as an employee in the State of California at any time between December 1, 2019 to January 7, 2020. Excluded from the Settlement Class are all Persons who properly and timely elect to opt out pursuant to the Settlement.”**

12. At the Preliminary Approval Hearing, the Court appointed the following attorneys as Class Counsel to represent the Class in this Action:

Alan Harris
David Garrett
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale, California 91203
Telephone: (323) 962-3777
Email: HarrisA@harrisandruble.com

dgarrett@harrisandruble.com

Defendants are represented by Counsel:

Boris Sorsher
Rebecca King
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, California 92614

13. If you are a member of the Class, you will be bound by the Settlement if it is approved, unless you make a written request for exclusion (“opt-out”) in the manner described below.

SUMMARY OF SETTLEMENT TERMS

14. Settlement Amount. The Settlement Agreement provides that Defendants will pay up to \$220,000 (the “Settlement Fund”) to fully resolve the claims in the Action. After the following Court-approved deductions, the amount remaining in the Settlement Fund will be available to pay the members of the Class who do not opt out (“Participating Class Members”), as detailed below.

(a) Deductions. The following deductions will be made from the Settlement Fund:

(i) Settlement Administration. The Court has tentatively approved a payment to the Settlement Administrator, Phoenix Class Action Administration, currently estimated not to exceed \$5,000, as administration fees and costs to notify the Class and process payments.

(ii) Class Counsel’s Fees and Expenses. The Court has appointed Harris & Ruble as counsel for the Class. Class Counsel has been prosecuting the Action on behalf of the Class on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. Class Counsel has requested the Court for payment not to exceed \$73,333 for attorneys’ fees. Class Counsel also has requested the Court for reimbursement of the expenses they have advanced, not to exceed \$12,500. Payments will be subject to the Court’s approval and will be deducted from the Settlement Fund. The amounts approved will constitute full compensation for all legal fees and expenses of Class Counsel in the Action, including any work they do in the future. These attorneys’ fees are within the range of fees awarded to class counsel under similar circumstances in litigation of this type. Members of the Class are not personally responsible for any fees or expenses.

(iii) Incentive Payments to Class Representative. Class Counsel also will seek an Incentive Payment for Plaintiff for acting as the representative on behalf of the Class in the amount of \$2,500. If approved by the Court, this amount will be paid from the Settlement Fund to compensate Plaintiff and Class Representative Brian Perry for services provided on behalf of the Class, including initiating and prosecuting this Action, as well as reviewing documents and attending strategy sessions and other meetings with Class Counsel.

(iv) PAGA Payment. The sum of \$10,000, 75% of which (or \$7,500) shall be paid to California’s Labor & Workforce Development Agency, shall be allocated to pay all applicable penalties under California Labor Code’s Private Attorneys General Act of 2004

("PAGA"), as amended, California Labor Code Sections 2699, 2699.3, and 2699.5. The other 25% (\$2,500) of the PAGA Payment will be distributed to the Aggrieved Employees, which are defined as "all persons who are or were employed by Defendants on a December 2019 Hormel commercial shoot identified as Hormel 0000019050 as an employee in the State of California at any time between December 1, 2019, to January 7, 2020."

Your estimated PAGA Payment Allocation Amount is: \$____.

(b) Payment to Participating Class Members. The balance of the Settlement Fund, after the deductions described above (the "Net Settlement Amount"), shall be available to pay Participating Class Members. Under the terms of the Settlement, each Participating Class Member shall be allocated a Participating Class Member Allocation Amount, which shall be calculated as follows: (a) the number of Compensable Pay Periods the Participating Class Member worked; divided by (b) the aggregate number of Compensable Pay Periods worked by all Participating Class Members; and then multiplied by (c) the Net Settlement Amount. This calculation shall be based on Defendants PICROW, INC.'s and/or PICROW UNLIMITED, LLC's books and records.

Your Compensable Pay Periods are: _____.

Your estimated Participating Class Member Allocation Amount is: \$_____.

(c) Disputes Regarding Compensable Pay Periods. If you dispute the number of Compensable Pay Periods attributed to you as indicated in this Class Notice, you may state the basis of your disagreement and submit documentation supporting your position to the Settlement Administrator whose mailing address is Perry v. Picrow, c/o Phoenix Class Action Administrators, 1411 N. Batavia St., Suite 105, Orange, CA 92867, by no later than _____, 2021 [45 days from mailing]. You do not need to opt-out of the settlement if you are merely disputing the number of Compensable Pay Periods. Instead, if you have such a dispute, submit the pay periods you believe you worked for Defendants between December 1, 2019 and January 7, 2020 (along with any supporting documentation) to the Settlement Administrator.

(d) Tax Matters. Based upon an analysis of the facts of this Action, Class Counsel has determined that 90% of the payments to the Participating Class Members will be treated as penalties and interest and shall not be subject to Employment Taxes. Class Counsel determined that 10% of the payments will be treated as wages. The Settlement Administrator shall issue to each Participating Class Member an IRS Form 1099 and Form W-2 to report each Participating Class Member's cash benefit. Participating Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

15. Release. If approved by the Court, the Settlement will be binding on all members of the Class and will bar any member of the Class who does not timely opt out of the Settlement from bringing certain claims described below.

"Release Period" means and refers to the period between December 1, 2019 and January 7, 2020.

"Class Release as to All Settlement Class Members" means that upon the Date of Final Approval, once settlement checks are mailed to the Class Members by the Claims Administrator, for the Settlement Period, Named Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Resolution,

waive, release, discharge, and promise never to assert in any forum any and all wage-related claims against : (i) Defendants and each and all of Defendants' past or present partners, parents, subsidiaries, or affiliates (regardless of whether such partners, parents, subsidiaries, or affiliates are individuals, trusts, estates, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity); (ii) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (i); (iii) any other individuals or entities of any kind, including but not limited to any payroll companies, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory) for any actual or alleged violations described in the Litigation; and (iv) all past and present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (i), (ii), or (iii), including but not limited to Entertainment Partners Enterprises, LLC, Entertainment Partners Services, LLC, GEP Talent Services, LLC, or any other entity operating under the trade name Entertainment Partners and any and all other entities with whom they have been, are now, or may hereafter be affiliated (hereinafter "Releasees"), from any and all claims, demands, rights, liabilities and causes of action of every nature that were alleged in the Litigation or which could have been alleged in the Litigation, , which the Named Plaintiff and all members of the Settlement Class now has, at any time ever had, and which in any way arises out of, is based on, or relates in any way to: (i) the facts asserted in the Litigation, including but not limited to: 1) Failure to Pay Wages and Overtime Compensation; 2) Failure to Pay Minimum Wages; 3) Failure to Timely Pay Wages Due At Termination and/or Resignation; 4) Failure to Provide Accurate Itemized Employee Wage Statements; 5) Rest Break Liability under Labor Code § 226.7; 6) Meal Period Liability under Labor Code § 226.7; 7) Violation of Business & Professions Code § 17200, *et seq.*; 8) Failure to Provide Records including personnel or wage records; and 9) any other applicable provisions of state or federal law, including the applicable IWC wage orders, based on the facts alleged in the Litigation; (ii) attorneys' fees due or allegedly due under Labor Code Section 218.5 or any other statute, regulation, or contractual provision; and (iii) penalties or other payments which in any way arise out of, are based on, or relate in any way to any of the foregoing, including but not limited to penalties, premiums, or payments under Labor Code Sections 203, 210, 226(e), 226.3, 226.7, 226.8, 558, 1174.5, 2802, the federal Fair Labor Standards Act, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of wages (hereinafter the "Settled Claims"). Without in any way limiting the foregoing, Settled Claims shall include all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action under statutes and regulations set forth herein, whether enforced directly or pursuant to Labor Code Section 2699, Business and Professions Code Section 17200, *et seq.*, or any other mechanism.

"PAGA Release as the Aggrieved Employees" means that, upon the Date of Final Approval, once settlement checks are mailed to the Class Members by the Claims Administrator, whether or not a Class Member chooses to opt out of the Class Settlement, that Aggrieved Employee shall receive a check for his/her portion of the PAGA Settlement and shall release the claims for penalties pursuant to PAGA (Labor Code § 2698, *et seq.*) for all the following alleged violations set forth in Plaintiff's January 29, 2020, letter to the LWDA, Complaint and First Amended Complaint: 1) Failure to timely pay wages/ and or final wages to Plaintiff and other similarly situated employees in violation of Sections 201.5, 203, 204, and 210 of the California Labor Code; 2) Failure to timely pay overtime and minimum wage in violation of Labor Code 510, 515, 1194 and 1194.2; 3) Failure to provide proper itemized wage statements in violation of Labor Code 226(a); 4) Failure to reimburse business expenses in violation of Labor Code 2802; 5) Failure

to provide proper meal and rest periods in violation of Labor Code 226.7; 6) Civil Penalties under the California Labor Code Private Attorneys General Act (“PAGA”) for violations of the Labor Code; and 7) Failure to keep complete and accurate payroll records in violation of Labor Code section 1174.

The Settlement Class members agree not to sue or otherwise make a claim against any of the Released Parties for the Settled Claims. The settlement payments shall be paid to Settlement Class members specifically in exchange for the release of the Released Parties from the Settled Claims.

16. Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

PROCEDURE FOR SEEKING MONETARY RECOVERY

17. You are not required to take any action to participate in the Settlement and receive money under the Settlement. If you do nothing, you will receive your settlement payment, but also will give up your rights to be part of any other lawsuit involving the same or similar legal claims as the ones in this case, and will release all such claims.

18. If you are a member of the Class and you do not elect to exclude yourself from the Settlement in the manner described in paragraphs 20-21, below, you will be bound by all of the provisions of the Settlement, including a full release of claims that will prevent you from separately suing Defendants or any of the Released Parties for the matters being settled in this case (see paragraph 15).

19. YOU ARE NOT REQUIRED TO TAKE ANY ACTION TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE MONEY UNDER THE SETTLEMENT. IF YOU DO NOTHING, YOU WILL RECEIVE YOUR SETTLEMENT PAYMENT BUT ALSO WILL GIVE UP YOUR RIGHTS TO BE PART OF ANY OTHER LAWSUIT INVOLVING THE SAME OR SIMILAR LEGAL CLAIMS AS THE ONES IN THIS CASE, AND WILL RELEASE ALL SUCH CLAIMS.

PROCEDURE FOR EXCLUDING YOURSELF FROM THE SETTLEMENT

20. Members of the Class may exclude themselves (“opt-out”) from the Settlement Class by submitting a written exclusion request to the Settlement Administrator at the address below, postmarked on or before _____, 2021 [45 days from mailing].

Perry v. Picrow
c/o Phoenix Class Action Administration
1411 N. Batavia St., Suite 105
Orange, CA 92867
Telephone: 800-523-5773
www.phoenixclassaction.com

21. To opt out, the request for exclusion should state as follows:

I declare as follows:

I was employed by Defendants on the Hormel commercial shoot identified as Hormel 0000019050 in the period between December 1, 2019 through and including January 7, 2020. I have received the Class Notice for Perry v. Picrow, Case No. 20STCV39699, and I have decided to be excluded from the Settlement Class described in the Class Notice and not to participate in the settlement described in the Class Notice. I understand that, as a result, I will not receive any money under the settlement.

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

Your Request for Exclusion must be signed and dated, and include your printed name (and former names, if any), current address, current telephone number, and the last four digits of your Social Security Number.

22. Persons who submit valid and timely opt-out requests will not participate in the Settlement, will not receive any Class Settlement payment, and will not be bound by either the Class Settlement. **Even if you exclude yourself from the Class Settlement, you will receive a check for the PAGA portion of the Settlement, and shall release the PAGA claims herein. You cannot exclude yourself from the PAGA Settlement.**

PROCEDURE FOR OBJECTING TO THE SETTLEMENT

23. If you are a member of the Class and believe that the Settlement should not be finally approved by the Court for any reason, or if you object to the proposed Incentive Payment to the Plaintiff and Class Representative or to the attorneys' fees and expenses to Class Counsel and want the Court to consider your objection, then on or before _____ 2021 [45 days from mailing], you must file a written objection in which you state the basis of your objection with the Settlement Administrator whose mailing address is Phoenix Class Action Administrators, 1411 N. Batavia St., Suite 105, Orange, CA 92867. **You may also appear at the hearing on final approval to object. Any class member who wishes to come to court in person should consult <https://www.lacourt.org/> for social distancing requirements.**

24. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all Parties on or before _____, 2021 [45 days from mailing]. If you object to the Settlement, you will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as members of the Class who do not object, unless you have opted out of the Settlement in the manner described in paragraphs 20-21, above. But if you opt out, you will no longer have standing to object to the settlement, as it will not affect your rights in any way.

25. Any member of the Class who does not object in writing or at the hearing shall have waived any objection to the Settlement, whether by appeal or otherwise.

26. Any member of the Class who is satisfied with the Settlement need not appear at the Settlement Hearing.

HEARING ON THE SETTLEMENT

27. **You are not required to attend the Final Approval Hearing.**

28. The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at ____ a.m./p.m. on _____, 202__ in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Hearing may be continued without further notice.

29. You may object, personally or through an attorney, to the Settlement by mailing your objection and following the procedures outlined in paragraphs 23-24, above.

30. Checks will be mailed to Settlement Class members eligible to receive benefits under the Settlement, after the Court grants final approval of the Settlement, and after time for appeals has ended and any appeals have been resolved. If there are any appeals, resolving them could take some time, so please be patient.

CHANGE OF ADDRESS

31. If you move after receiving this Class Notice, if the Class Notice was misaddressed, or if for any reason you want your payment or future correspondence concerning this Action and the Settlement to be sent to a different address, you should send your current preferred address to the Settlement Administrator.

ADDITIONAL INFORMATION

32. This Class Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Office of the Clerk of the Superior Court of California, County of Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, California 90012, during regular business hours of each court day.

33. All inquiries by members of the Class regarding this Class Notice and/or the Settlement, should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR JUDGE WITH INQUIRIES.

DATED: _____, 2021

HON. KENNETH R. FREEMAN
SUPERIOR COURT OF CALIFORNIA