

1 **FIRST AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA**
2 **SETTLEMENT AGREEMENT AND RELEASE**

3 This First Amended Joint Stipulation of Class Action and PAGA Settlement Agreement
4 and Release (“Stipulation” or “Settlement Agreement”) is entered into by and between Plaintiff
5 Orlando Camp (“Plaintiff”), individually and on behalf of all others similarly situated, the State
6 of California, and all allegedly aggrieved employees, and Defendant Matson Logistics
7 Warehousing, Inc. (“Defendant”), and is approved by their respective counsel of record, subject
8 to the terms and conditions hereof and the Court’s approval.

9 **A. Definitions**

10 1. “Action” or “Lawsuit” means and refers to the case entitled *Orlando Camp v.*
11 *Matson Logistics Warehousing, Inc.*, filed in Alameda County Superior Court, Case No.
12 RG21088637.

13 2. “Aggrieved Employees” include all non-exempt employees who are or were
14 previously employed by Defendant in California from February 9, 2020, through April 2, 2022.

15 3. “Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation” shall
16 mean this Joint Stipulation of Class Action and PAGA Settlement Agreement and Release,
17 including any attached exhibits.

18 4. “Class Claims” will include any and all wage and hour and wage payment
19 claims, obligations, demands, actions, rights, causes of action, and liabilities (including state
20 statutory and common law claims) that accrued or arose during the Class Period that were pled
21 in the operative Complaint, including: (1) failure to pay minimum wages; (2) failure to pay
22 overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay
23 due wages at separation of employment; (6) failure to provide accurate itemized wage
24 statements; and (7) unfair competition.

25 5. “Class Counsel” refers to Mehrdad Bokhour of Bokhour Law Group, PC and
26 Joshua Falakassa of Falakassa Law, PC.

27 6. “Class Counsel Fee and Expense Award” means such award of fees and
28 expenses, plus reasonable costs, that the Court may authorize to be paid to Class Counsel for the

1 services they rendered to Plaintiff and the Class in the Action.

2 7. “Class Data” means a list that Defendant will diligently and in good faith
3 compile from its records and provide to the Settlement Administrator on one spreadsheet and
4 shall include the Settlement Class Members’ full names; last known addresses; telephone
5 numbers; Social Security Numbers; and dates of employment and/or number of Workweeks
6 Worked as non-exempt employees of Defendant during the Class Period and the PAGA Period
7 for each Settlement Class Member.

8 8. “Class Period” and “Class Release Period” shall mean February 9, 2017 through
9 April 2, 2022.

10 9. “Class Representative” or “Plaintiff” means and refers to Orlando Camp.

11 10. “Complaint” refers to the Complaint filed in the Action entitled *Orlando Camp*
12 *v. Matson Logistics Warehousing, Inc.*, filed in Alameda County Superior Court, Case No.
13 RG21088637.

14 11. “Court” means the California Superior Court, County of Alameda or any court of
15 competent jurisdiction.

16 12. “Defendant” means and refers to Matson Logistics Warehousing, Inc. and its
17 predecessors, successors, subsidiaries, and affiliated and/or related entities.

18 13. “Defendant’s Counsel” or “Defense Counsel” means and refers to Sarah E. Ross
19 and Dominique N. Thomas of Littler Mendelson, P.C.

20 14. “Effective Date” means the latest of the following dates: (i) the date the Court
21 enters an order granting Final Approval of the Settlement; or (ii) if a Settlement Class Member
22 objects, intervenes, or files a motion to vacate the Judgment approving the Settlement
23 Agreement, then sixty-one (61) calendar days following the date the Court enters an order
24 granting final approval of the Settlement, assuming no appeal is filed; or (iii) if a timely appeal
25 is filed, the date after the Judgment is affirmed or the appeal is dismissed or denied, and the
26 Judgment is no longer subject to further judicial review, resulting in final judicial approval of
27 the Settlement.
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1 15. “Final Approval” refers to the order of the Court granting final approval of this
2 Settlement Agreement and entering a judgment approving this Settlement on substantially the
3 same terms provided herein or as may be modified by subsequent agreement of the Parties or
4 order of the Court.

5 16. “Final Settlement Class” means, collectively, all Participating Class Members
6 and all Aggrieved Employees.

7 17. “Individual Settlement Amount” shall have the meaning ascribed to it in
8 Paragraph 9(d) below.

9 18. “Labor and Workforce Development Agency Payment” means the amount the
10 Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in
11 connection with the claim for civil penalties under PAGA.

12 19. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph
13 49(c) below.

14 20. “Notice” means the notice of settlement of class action and PAGA Settlement
15 that will be sent to the Settlement Class Members, in substantially the form that is attached
16 hereto as “Exhibit 1.”

17 21. “Notice Response Deadline” is 45 calendar days from the date the Notice is
18 mailed to the Settlement Class Members.

19 22. “Objecting Settlement Class Member” means a Settlement Class Member, other
20 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with
21 respect to the Class Claims pursuant to Paragraph 71(a) below.

22 23. “PAGA” shall refer to the California Labor Code Private Attorneys General Act
23 of 2004, California Labor Code Sections 2698, *et seq.*

24 24. “PAGA Claims” shall include any and all claims for civil penalties pursuant to
25 PAGA asserted in the Action or any other claims that could have been asserted in the Action
26 based on the facts alleged in the PAGA Notice, including but not limited to claims for violations
27 of the California Labor Code governing: (1) failure to pay minimum wages; (2) failure to pay
28 overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay

1 due wages at separation of employment; and (6) failure to provide accurate itemized wage
2 statements.

3 25. "PAGA Notices" shall refer to the notice sent by Plaintiff, by and through
4 counsel, on or about February 8, 2021, to the LWDA and to Defendant, alleging that Defendant
5 engaged in violations of the California Labor Code and California Wage Orders.

6 26. "PAGA Period" and "PAGA Release Period" shall mean February 9, 2020,
7 through April 2, 2022.

8 27. "Participating Class Member" means any and all Settlement Class Members who
9 are deemed to participate and receive an Individual Settlement Amount and who do not opt-out
10 by submitting timely valid requests for exclusion in accordance with the requirements set forth
11 in the Class Notice

12 28. "Parties" or "Settling Parties" means Plaintiff, the Settlement Class Members,
13 the Aggrieved Employees, and Defendant, collectively.

14 29. "Preliminary Approval Date" means the date the Court preliminarily approves
15 the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

16 30. "Preliminary Approval Order" means the judicial order to be entered by the
17 Court, in substantially the form that is attached hereto as "Exhibit 2," upon the application or
18 motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of
19 the Notice to the Settlement Class Members, an opportunity to opt out of settlement of the
20 Released Claims, an opportunity to submit timely objections to the terms of this Settlement
21 related to the Released Claims, and setting a hearing on the fairness of the terms of Settlement,
22 including approval of attorneys' fees and costs. Defendant will not object to Plaintiff's motion
23 for preliminary approval as long as it comports with the terms of this Agreement and after
24 reasonable review and comment prior to the filing of motion for preliminary approval.

25 31. "QSF" means the Qualified Settlement Fund set up by the Settlement
26 Administrator for the benefit of the Final Settlement Class, and from which the settlement
27 payments shall be made, and which is intended to be a fund that qualifies under Internal
28 Revenue Code Section 468.

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2 32. “Released Claims” by the Participating Class Members upon Final Approval of
3 the Settlement will include all claims which were pled in the operative Complaint or that could
4 have been pled based on the facts alleged therein, including claims for (1) failure to pay straight
5 time/minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal breaks
6 and/or pay missed meal period premiums, (4) failure to provide rest breaks and/or pay missed
7 rest period premiums, (5) failure to provide accurate itemized wage statements, (6) failure to
8 pay due wages at separation of employment, (7) unfair competition, and (8) PAGA penalties
9 based on the foregoing Labor Code violations..

10 33. “Released Parties” shall refer to Defendant and any of its past or present
11 affiliated and related entities, and all of its and their past or present divisions, subsidiaries,
12 partnerships, parents, affiliated corporations, trusts, insurers, re-insurers, attorneys, or other
13 related entities, and each of them, as well as its and their past and present directors, officers,
14 shareholders, principals, partners, members, representatives, executors, trustees, heirs,
15 administrators, beneficiaries, assignees, successors, business managers, agents, contractors,
16 insurers, attorneys, and employees (whether acting as agents for any of the Released Parties or
17 in their individual capacities), and any employment benefit plan sponsored by Defendant, and
18 such plans’ administrators, fiduciaries, trustees, insurers, and re-insurers..

19 34. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 71(a)
20 below.

21 35. “Service Payment” or “Service Award” means the amount approved by the Court
22 to be paid to the Class Representative in addition to his Individual Settlement Amount as a
23 Participating Class Member.

24 36. “Settlement Administration Costs” means the costs payable from the Settlement
25 Amount to the Settlement Administrator for administering this Settlement, including, but not
26 limited to, printing, distributing, and tracking documents for this Settlement, translating the
27 class notice into Spanish, tax reporting, due diligence, reporting and remittance obligations,
28 distributing the Settlement Amount, and providing necessary reports and declarations, as

requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount.

37. “Settlement Administrator” means and refers to Simpluris agreed to by the Parties, that will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

38. “Settlement Amount” or “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(a) below.

39. “Settlement Class Member” or “Class Member” refers to individual members of the Settlement Class.

40. “Settlement Class” and “Settlement Class Members” refers to all persons who are or were previously employed by Defendant in California classified as a non-exempt hourly employee during the Class Period.

41. “Workweeks Worked” for each Settlement Class Member and Aggrieved Employee means any workweek during the Class Period and/or the PAGA Period, as applicable, in which the Settlement Class Member and/or Aggrieved Employee was employed by Defendant as a non-exempt employee.

B. General Terms

42. On or about February 9, 2021, Plaintiff filed a class and PAGA representative action complaint on behalf of himself and similarly situated persons employed by Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay due wages at termination; (6) failure to provide accurate itemized wage statements; (7) unfair competition; and (8) civil penalties pursuant to PAGA for the underlying Labor Code violations.

43. Defendant denies Plaintiff’s claims and allegations and contends that the Action is not suitable for class certification and/or representative treatment.

44. The Class Representative believes he can proceed with his representative and class claims, that the Action is meritorious, and that class certification is appropriate.

1 45. The Parties have conducted a thorough investigation into the facts of the Action.
2 This includes conducting extensive exchange of informal discovery, including Defendant's
3 written policies and practices and the production of payroll and timekeeping records for
4 Settlement Class Members and Aggrieved Employees. Counsel for the Parties have further
5 investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims,
6 the defenses thereto, and the damages claimed by Plaintiff. Class Counsel is both
7 knowledgeable about and has done extensive research with respect to the applicable law and
8 potential defenses to the claims of the Settlement Class Members and Aggrieved Employees.
9 Class Counsel has diligently pursued an investigation of the Class Members' claims against
10 Defendant. Based on the foregoing data and on their own independent investigation and
11 evaluation, Class Counsel is of the opinion that the settlement with Defendant for the
12 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
13 adequate and is in the best interest of the Settlement Class Members and Aggrieved Employees
14 in light of all known facts and circumstances, including the risk of significant delay and
15 uncertainty associated with litigation, various defenses asserted by Defendant, and numerous
16 potential appellate issues.

17 46. On December 9, 2021, the Parties participated in a private mediation with David
18 Phillips, Esq., a highly experienced class action mediator. After a full-day mediation and the
19 issuance of a mediator's proposal, the Parties reached a settlement.

20 47. The Parties agree that neither the Parties' Settlement, this Agreement, nor the
21 acts to be performed or judgments to be entered pursuant to the terms of the Settlement and
22 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
23 any statute or law or liability on the claims or allegations in the Action.

24 48. Stipulation for Class Certification and Representative Treatment. For settlement
25 purposes only, Defendant will stipulate that the Settlement Class Members described herein
26 who do not Request Exclusion from the Settlement Class may be conditionally certified as a
27 settlement class and that the Aggrieved Employees are appropriate for representative treatment
28 for purposes of settlement. This stipulation to certification and representative treatment is in no

1 way an admission that class action certification and/or representative treatment is proper and
2 shall not be admissible in this or in any other action except for the sole purposes of enforcing
3 this Agreement. Should, for whatever reason, the Settlement not become final, the Parties'
4 stipulation to class certification and representative treatment as part of the Settlement shall
5 become null and void *ab initio* and shall have no bearing on and shall not be admissible in
6 connection with the issue of whether or not class certification and/or representative treatment
7 would be appropriate in a non-settlement context. Defendant expressly reserves its rights and
8 declares that it will continue to oppose class certification, representative treatment, and the
9 substantive merits of the case should this Settlement not become final. Plaintiff expressly
10 reserves his rights and declares that he will continue to pursue class certification and
11 representative treatment and a trial should the Court fail to issue Final Approval.

12 **C. Terms of Settlement**

13 49. The financial terms of the Settlement are as follows:

14 (a) Gross Settlement Amount: The Parties agree to settle this Action for Three
15 Hundred Seventy-Five Thousand Dollars (\$375,000) ("the Gross Settlement Amount"). The
16 Gross Settlement Amount is the maximum amount that will be paid by Defendant, and includes
17 Individual Settlement Amounts, the Class Counsel Fee and Expense Award, the Service
18 Payment to the Class Representative, all Settlement Administration Costs, and the Labor and
19 Workforce Development Agency Payment. Defendant shall be separately responsible for the
20 employer share of payroll taxes on the wage portion of the individual settlement amounts
21 distributed to Class Members.

22 (b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Gross
23 Settlement Amount less the Class Counsel Fee and Expense Award as approved and awarded by
24 the Court, the Service Payment to the Class Representative as approved and awarded by the
25 Court, the Settlement Administration Costs, as approved and awarded by the Court, and the
26 Fifteen Thousand Dollars (\$15,000.00) allocated to payment for PAGA penalties. In the event
27 that the Court reduces the attorneys' fees and litigation costs Service Payment, or Settlement
28 Administration Costs, or either increases or decreases the amount allocated to PAGA penalties,

the Net Settlement Sum shall be increased or decreased accordingly.

(d) Individual Settlement Amounts for the Settlement Class: The Settlement Administrator will use the Class Data provided by Defendant to calculate each Participating Class Member's and Aggrieved Employee's Individual Settlement Amounts based on the following formula:

i. PAGA Amount: \$15,000 of the Gross Settlement Amount has been designated to the PAGA Claims. Twenty-five percent (25%), or \$3,750, shall be paid out to Aggrieved Employees. Each Aggrieved Employee shall receive a portion of the \$3,750 proportionate to the number of Workweeks Worked by the Aggrieved Employees during the PAGA Period compared to the total number of Workweeks Worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees shall have their settlement amount for the Released PAGA Claims paid one hundred percent (100%) as civil penalties for which no taxes will be withheld and for which a Form 1099 will be issued by the Settlement Administrator.

ii. Class Amount: The Net Settlement Amount shall be allocated to each Participating Class Member based on his or her proportionate Workweeks Worked during the Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, in which the numerator is the Settlement Class Member's total Workweeks Worked during the Class Period and the denominator is the total number of Workweeks Worked by all Settlement Class Members. Each Settlement Class Member's respective designation and calculation of total pay periods worked and estimated, pre-tax share of the Net Settlement Amount shall be identified in the Notice. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

(e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts will be allocated for tax purposes based on the allegations in the Action as follows: one third (33.34%) percent will be paid as wages subject to withholding of all applicable local,

1 state, and federal taxes; and two thirds (66.66%) will be paid as interest and as civil penalties
2 from which no taxes will be withheld. The Settlement Administrator will issue to each
3 Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms
4 with respect to the wage allocation and a Form 1099 with respect to the civil penalties and
5 interest allocations.

6 (f) Service Payment to Class Representative: The amount awarded to the Class
7 Representative as a Service Payment will be set by the Court in its discretion, not to exceed
8 \$10,000. Defendant agrees not to oppose this request. The Service Payment to the Class
9 Representative will be paid out of the Gross Settlement Amount. The Class Representative will
10 be issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally
11 responsible to pay any and all applicable taxes on this payment. The Parties agree that any
12 amount awarded by the Court as the Service Payment to Plaintiff less than the requested amount
13 shall not be a basis for Plaintiff or Class Counsel to void this Stipulation. Should the Court
14 approve a lesser amount for the Service Payment, the difference shall be added to the Net
15 Settlement Amount to be distributed to the Participating Class Members and/or Aggrieved
16 Employees. If the amount of the Service Award is reduced on appeal, any amount reduced by
17 the appellate court shall be added to the Net Settlement Amount to be distributed to the
18 Participating Class Members and/or Aggrieved Employees after the exhaustion of any such
19 appellate review.

20 (g) Attorneys' Fees and Costs: Defendant agrees to not oppose a request by Class
21 Counsel to the Court for an award of attorneys' fees up to one-third (33.33%) of the Gross
22 Settlement Amount, plus reasonable litigation costs not to exceed \$15,000. For purposes of this
23 Settlement, Defendant agrees not to oppose any contention by Class Counsel that attorneys' fees
24 should be based on the common fund theory. The Class Counsel Fee and Expense Award shall
25 be paid from the Gross Settlement Amount, and except for this award, Defendant shall have no
26 further obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should the
27 Court approve a lesser amount than what is sought by Class Counsel, the difference shall be
28 added to the Net Settlement Amount to be distributed to the Participating Class Members. Any

1 Court order awarding less than the amount sought by Class Counsel shall not be grounds to
2 rescind the Settlement Agreement or otherwise void the Settlement. In the event of any appeal
3 of the amount of the Class Counsel Fee and Expense Award (if any) approved by the Court,
4 final funding and administration of the portion of the attorneys' fees and/or costs award in
5 dispute will be segregated and stayed pending the exhaustion of appellate review. If, after the
6 exhaustion of any such appellate review, the Class Counsel Fee and Expense Award is not
7 approved or is reduced by the appellate court, any amount not approved and/or reduced by the
8 appellate court shall be added to the Net Settlement Amount to be distributed to the
9 Participating Class Members and/or Aggrieved Employees. The Settlement Administrator shall
10 issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs
11 awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class
12 Counsel and any other attorney representing or claiming to represent the Class Members shall
13 be the sole responsibility of Class Counsel.

14 (h) Settlement Administration Costs: The fees and other charges of the Settlement
15 Administrator will be paid from the Gross Settlement Amount, not to exceed \$25,000 subject to
16 Court approval, unless approved by all Parties and the Court.

17 (i) PAGA Penalties: The Parties agree that \$15,000 is allocated to PAGA Penalties
18 and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount,
19 \$11,250 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for civil penalties
20 under the Private Attorneys General Act of 2004 ("PAGA") and \$3,750 (25%) will be included
21 in the Individual Settlement Amounts, payable to the Aggrieved Employees as set forth in
22 Paragraph 49(d).

23 (j) Tax Liability: Class Counsel, Defendant and Defendant's Counsel make no
24 representations as to the tax treatment or legal effect of Settlement Amounts called for
25 hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or
26 representation by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiff and
27 Final Settlement Class Members understand and agree that they will be solely responsible for
28 the payment of any taxes and penalties assessed on their respective Settlement Amounts

described herein. Income tax withholding will also be made pursuant to applicable federal, state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, are changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

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

1 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
2 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
3 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

4 50. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under
5 no circumstances will any portion of the Gross Settlement Amount revert to Defendant. Final
6 Settlement Class Members will not have to make a claim in order to receive an Individual
7 Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made
8 directly to each Final Settlement Class Member. The Settlement Administrator shall be
9 responsible for accurately and timely reporting any remittance obligations with respect to
10 unclaimed funds as a result of a Final Settlement Class Member not cashing an Individual
11 Settlement Amount by the check cashing deadline, as set forth herein.

12 51. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and
13 adequate, and will so represent same to the Court.

14 **D. Release by Plaintiff and the Final Settlement Class**

15 52. Upon the Effective Date of this Settlement, Plaintiff and each Participating Class
16 Member, for themselves and for their respective spouses, domestic partners, marital community,
17 children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
18 administrators, trustees, conservators, guardians, assigns, and representatives, will forever
19 completely waive and relinquish the Released Claims. Even if Plaintiff and/or Participating
20 Class Members may hereafter discover facts in addition to or different from those which he or
21 they now know or believe to be true with respect to the subject matter of the Released Claims,
22 Plaintiff and the Participating Class Members, upon the Effective Date, shall be deemed to
23 have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and
24 released any and all of the Released Claims.

25 53. Each Participating Class Member will be deemed to have made the foregoing
26 Release as if by manually signing it.

27 54. Upon the Effective Date of this Settlement, Plaintiff, the LWDA, and each
28 Aggrieved Employee, for themselves and for their respective spouses, domestic partners,

1 marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees,
2 legatees, executors, administrators, trustees, conservators, guardians, assigns, and
3 representatives, will forever completely waive and relinquish all claims for civil penalties under
4 Labor Code sections 2698, *et seq.* with respect to the Released Claims.

5 55. Each Aggrieved Employee and the LWDA will be deemed to have made the
6 foregoing Release as if by manually signing it.

7 56. Plaintiff and Defendant intend that the Settlement described in this Agreement
8 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
9 arbitration, demand, or other action of any kind, by each and all of the Participating Class
10 Members to obtain a recovery based on, arising out of, and/or related to any and all of the
11 Released Claims. The Settlement Class Members shall be so notified in the Notice. This
12 paragraph does not apply to any Settlement Class Member who timely and validly opts out of
13 the Settlement.

14 57. Plaintiff and Defendant intend that the Settlement described in this Agreement
15 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
16 arbitration, demand, or other action of any kind, by each and all of the Aggrieved Employees
17 and the LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the
18 Released Claims. The Aggrieved Employees and the LWDA shall be so notified in the Notice.

19 58. Class Representative, on behalf of himself and the Participating Settlement Class
20 Members, acknowledge and agree that the claims for unpaid wages, meal and rest period
21 violations, untimely payment of wages, inaccurate wage statements, and unfair competition in
22 the Action, are disputed, and that the payments set forth herein constitute payment of all sums
23 allegedly due to them. Class Representative, on behalf of himself and the Participating
24 Settlement Class Members, acknowledges and agrees that California Labor Code Section 206.5
25 is not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

26 An employer shall not require the execution of any release of any claim or right
27 on account of wages due, or to become due, or made as an advance on wages to
28 be earned, unless payment of those wages has been made.

1 **E. Release by Class Representative**

2 59. As a material inducement to Defendant to enter into this Settlement Agreement,
3 in addition to the Class Representative's release of the Released Claims, as discussed in
4 Paragraphs 52 and 54 above, Class Representative does hereby, for himself and for his spouses,
5 domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors,
6 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
7 assigns, and representatives, forever completely release and discharge the Released Parties from
8 any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts,
9 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts,
10 and expenses (including for back wages, statutory penalties, civil penalties, liquidated damages,
11 exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the
12 beginning of time through the execution of this Joint Stipulation whether known or unknown,
13 suspected or unsuspected, concealed or hidden, including but not limited to all claims arising
14 out of, based upon, or relating to Class Representative's employment with Defendant or the
15 remuneration for or termination of such employment (collectively, the "Class Representative's
16 Claims").

17 60. Unknown Claims means any and all actions, suits, claims, demands, rights,
18 liabilities, and causes of action other than those specified in paragraph 3 above which relate to
19 the Released Claims that the Plaintiff does not know of or suspect to exist in his favor, which, if
20 known by him, might have affected his agreement to the Settlement. This includes any and all
21 claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising
22 from, or related to the Plaintiff's employment with and separation from Defendant, including but
23 not limited to all claims arising from, or related to the same set of operative facts as those set
24 forth in the Complaint. As explained in paragraph 32, Plaintiff's release includes all Unknown
25 Claims and as of Final Approval, Plaintiff hereby expressly waives and relinquishes, to the
26 fullest extent permitted by law, insofar as the claims arise from, or are related to, the same facts
27
28

1 alleged in Plaintiff's Complaint, the benefits of section 1542 of the California Civil Code (as
2 well as any and all provisions, rights, and benefits of any similar state or federal law). Thus, if
3 the facts relating to this Settlement are found hereafter to be different from the facts now
4 believed to be true, the Release set forth in this Agreement will remain fully effective. If the
5 Court declines to enforce this provision, it will not be grounds to void the Agreement.
6

7 61. Without limiting the generality of the foregoing, Class Representative also
8 expressly releases all claims or rights against Released Parties arising out of or relating to
9 alleged violations of any contracts, express or implied (including but not limited to any contract
10 of employment); any contract or covenant of good faith and fair dealing (express or implied);
11 any tort, including but not limited to, negligence, fraud, misrepresentation and violation of
12 California Labor Code section 970, negligent infliction of emotional distress, intentional
13 infliction of emotional distress, defamation, "retaliation" claims and claims for violation of
14 public policy, any claim for improper or unauthorized wage deductions, failure to pay the
15 applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other
16 damages, overtime, and alleged "off the clock" work under federal and state law, including, but
17 not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to
18 California Labor Section 203, damages or penalties pursuant to California Labor Code Section
19 226, meal period and rest break payments and penalties pursuant to California Labor Code
20 Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California
21 Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections
22 210, failure to indemnify for business expenses pursuant to Labor Code section 2802, failure to
23 provide one day of rest in seven pursuant to California Labor Code Sections 551 and 552, unfair
24 competition and unfair business practices pursuant to Business and Professions Code Section
25 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California
26 Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs,
27 including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the
28 Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged

1 violation or breach of any other state or federal statute, rule and or regulation; including all
2 applicable Industrial Welfare Commission Wage Orders, and all similar causes of action,
3 including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs
4 or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional
5 distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge,"
6 "constructive discharge," and "retaliation" claims; any claims relating to any breach of public
7 policy; any legal restrictions on Defendant's right to discharge employees; and any federal,
8 state, or other governmental statute, regulation, or ordinance, including, without limitation: (1)
9 Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin
10 discrimination or harassment, including retaliation for reporting discrimination or harassment);
11 (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and California
12 Labor Code 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq.
13 (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 et
14 seq. (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government
15 Code § 12900 et seq. (discrimination or harassment in employment and/or housing, including
16 discrimination or harassment based on race, religious creed, color, national origin, ancestry,
17 disability, marital status, sex (including pregnancy), or age, including retaliation for reporting
18 discrimination or harassment); (7) California Family Rights Act, Cal. Government Code §
19 12945.1 et seq. (family/medical leave); (8) California Labor Code, including Section 1720 et
20 seq., or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race,
21 color, religion, sex, and national origin discrimination or harassment); (10) Executive Order
22 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973
23 (handicap discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement
24 Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits); (14) the California Civil
25 Code; (15) the California Labor Code; (16) the California Constitution; (17) the National Labor
26 Relations Act; and (18) any other federal, state, or local statute or legislation.

27 62. Class Representative expressly waives and relinquishes all rights and benefits
28 afforded by Section 1542 of the Civil Code of the State of California and do so understanding

1 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
2 Code of the State of California states:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
5 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
6 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
7 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
8 DEBTOR OR RELEASED PARTY.

9 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
10 full and complete release and discharge of all parties, Class Representative and Class Counsel
11 expressly acknowledge that this Settlement Agreement is intended to include in its effect,
12 without limitation, all claims that Class Representative knew of, as well as all claims that he
13 does not know or suspect to exist in his favor against the Released Parties, or any of them, for
14 the time period from the beginning of time to the execution of this Settlement Agreement, and
15 that this Settlement Agreement contemplates the extinguishment of any such Class
16 Representative's claims.

17 **F. Notice Process**

18 63. Appointment of Settlement Administrator. The Parties have agreed to the
19 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
20 including mailing the Notice, using standard devices to obtain forwarding addresses,
21 independently reviewing and verifying documentation associated with any claims or opt-out
22 requests, resolving any disputes regarding the calculation or application of the formula for
23 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
24 Final Settlement Class Members, issuing W-2 and 1099 Tax Forms, reporting to taxing
25 authorities, due diligence, reporting and remittance obligations, and performing such other tasks
26 as set forth herein or as the Parties mutually agree or that the Court orders.

27 64. Disputes Regarding Settlement Administration. Any and all disputes relating to
28 administration of the Settlement by the Settlement Administrator (except for disputes regarding

1 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
2 over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify
3 the Court that all payments and obligations contemplated by this Settlement Agreement have
4 been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will
5 confer in good faith to resolve the dispute without the necessity of Court intervention. The
6 Settlement Administrator shall also be responsible for issuing to Plaintiff, Final Settlement
7 Class Members, and Class Counsel any W-2, 1099, or other Tax Forms as may be required by
8 law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be
9 responsible for setting up all necessary tax accounts and forwarding all payroll taxes and
10 penalties to the appropriate government authorities.

11 65. Class Data. Within ten (10) days after entry of the Preliminary Approval Order,
12 Defendant shall provide the Class Data to the Settlement Administrator. The Settlement
13 Administrator will run a check of the Class Members' addresses against those on file with the
14 U.S. Postal Service's National Change of Address List. The Class Data provided to the
15 Settlement Administrator will not be provided to Class Counsel and it will remain confidential,
16 it shall be used solely to administer the Settlement, and it will not be used or disclosed to
17 anyone, except as required by applicable tax authorities, pursuant to Defendant's express
18 written consent, or by order of the Court.

19 66. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
20 Administrator to the Settlement Class Members, by first class mail within ten (10) calendar days
21 following the Settlement Administrator's receipt of the Class Data. The Settlement
22 Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses
23 of Settlement Class Members if any envelopes are returned.

24 67. Returned Notices. The Settlement Administrator will take steps to ensure that the
25 Notice is received by all Settlement Class Members, including utilization of the National
26 Change of Address Database maintained by the United States Postal Service to review the
27 accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any
28 Settlement Class Member for whom an updated address is located within ten (10) calendar days

1 following both the Settlement Administrator learning of the failed mailing and its receipt of the
2 updated address. The Notice shall be identical to the original Notice, except that it shall notify
3 the Settlement Class Member that the exclusion (opt-out) request or objection must be returned
4 by the later of the Notice Response Deadline or fifteen (15) days after the remailing of the
5 Notice.

6 68. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
7 if an envelope has not been returned within thirty (30) days of the mailing that the Settlement
8 Class Member received the Notice.

9 69. Disputes Regarding Class Data. Settlement Class Members are deemed to
10 participate in the Settlement, unless they opt-out. The Notice will inform Settlement Class
11 Members of his/her estimated Individual Settlement Amount and the number of Workweeks
12 Worked during the Class Period and during the PAGA Period. Settlement Class Members may
13 dispute their Workweeks Worked if they feel they were employed more workweeks in the Class
14 Period in California than Defendant's records show by timely submitting evidence to the
15 Settlement Administrator. Defendant's records will be presumed determinative absent reliable
16 evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the
17 evidence submitted by the Settlement Class Member and provide the evidence submitted to
18 Class Counsel and Defense Counsel who agree to meet and confer in good faith about the
19 evidence to determine the Class Member's actual number of Workweeks Worked and estimated
20 Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they
21 agree to submit the dispute to the Settlement Administrator to render a final decision.
22 Settlement Class Members will have until the Notice Response Deadline to dispute Workweeks
23 Worked, object or opt out, unless extended by the Court. In the event that the Settlement
24 Administrator increases the number of Workweeks Worked for any Settlement Class Member,
25 then the Settlement Administrator will recalculate the Participating Class Members' Individual
26 Settlement Amounts; accordingly, in no event will Defendant be required to increase the Gross
27 Settlement Amount.

28 70. Declaration of Due Diligence. The Settlement Administrator shall provide

counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

71. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Claims, and the ability to opt-out or request exclusion from the Class Claims provisions of the Settlement. Settlement Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Class Claims provisions of the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Participating Settlement Class. Any Settlement Class Member, other than Plaintiff, may request to be excluded from the Participating Settlement Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS
IN THE CAMP V. MATSON LOGISTICS WAREHOUSING, INC.
LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE
EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE
CLASS CLAIMS IN THIS LAWSUIT."

Any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing.

Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to Class Claims; and (iii) will not be bound by this Agreement, or the Judgment with respect to the Class Claims.

(b) Binding Effect on Final Settlement Class Members. Except for those Settlement Class Members who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement of Class Claims. Any Settlement Class Member, other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims and may appear at the Final Approval Hearing and object whether or not they have filed a written objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement Administrator, in writing, of his or her objection, which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the full name, address, telephone number, last four digits of the social security number or date of birth, and dates of employment with Defendant of the Objecting Settlement Class Member, the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his or her counsel. If any Objecting Settlement Class Member wishes to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting Settlement Class Member's written submission should include a request to be heard, and the Court will determine whether Objecting Settlement Class Members will be permitted to speak. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) days of

1 receipt, and the Settlement Administrator shall attach the same to its declaration of due
2 diligence it files with the Court prior to the Final Approval Hearing. Any Participating Class
3 Member who files an objection remains eligible to receive monetary compensation from the
4 Settlement. Plaintiff and Defendant shall not be responsible for any fees, costs, or expenses
5 incurred by any Class Member and/or his or her counsel related to any objections to the
6 Settlement. Submitting an objection does not preserve the right to appeal a final judgment.
7 Rather, the right to appeal is preserved by becoming a party of record by timely and properly
8 intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.
9 Settlement Class Members and Aggrieved Employees may not object to or opt-out of the
10 Settlement with respect to the PAGA Claims.

11 (d) Failure to Object. Any Settlement Class Member who desires to object
12 with respect to the Class Claims but fails to timely submit a written objection or appear in
13 person at the Final Approval Hearing waives any right to object, will be foreclosed from making
14 any objection to this Settlement. Any Settlement Class Member who does not timely and
15 properly become a party of record by intervening or filing a motion to vacate the judgment
16 waives any and all rights to appeal from the Judgment, including all rights to any post-judgment
17 proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial,
18 a motion under California Code of Civil Procedure section 473, and extraordinary writs.

19 (e) Responses to Objections. Counsel for the Parties may file a response to
20 any objections submitted by Objecting Settlement Class Members at least five (5) court days
21 before the date of the Final Approval Hearing.

22 72. Funding of the Settlement Amount. Defendant shall make a one-time deposit into
23 the QSF of the Settlement Amount, as described in Paragraph 48(a) that is necessary to make all
24 payments required under this Settlement, within thirty (30) business days after the Effective
25 Date.

26 73. Distribution of Funds. No later than ten (10) calendar days after deposit of the
27 payment into the QSF, the Settlement Administrator will mail the payments to the Participating
28 Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service

1 Payment to the Class Representative, the payment to the LWDA for PAGA penalties, and will
2 pay itself the Settlement Administration Costs.

3 74. Deadline for Cashing Settlement Checks. Final Settlement Class Members shall
4 have 180 calendar days after mailing by the Settlement Administrator to cash their settlement
5 checks. If any Final Settlement Class Member's check is not cashed within that period, the
6 check will be void and a stop-payment will be issued. Then, subject to approval by the Court,
7 the funds represented by any uncashed checks shall be redistributed to the State of California's
8 Unclaimed Property Fund in the name of the Final Settlement Class Member. Should the Court
9 not approve redistribution of uncashed checks to the Unclaimed Property Fund, then the
10 uncashed funds will be redistributed to a cy pres beneficiary agreed upon by the Parties and
11 approved by the Court. However, the Release will be binding upon all Participating Class
12 Members, including those who do not cash their checks within the 180-day period. In the event
13 that any settlement check is returned to the Settlement Administrator within 180 days of
14 mailing, the Settlement Administrator will, within five (5) business days of receipt of the
15 returned settlement check, perform a skip trace to locate the individual. If a new address is
16 located by these means, the Administrator will have ten (10) business days to re-issue the check
17 and will notify Defense Counsel and Class Counsel that a re-issued check has been sent. Neither
18 Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will
19 have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or
20 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a
21 Final Settlement Class Member notifies the Settlement Administrator that he or she believes
22 that a settlement check has been lost or stolen, the Settlement Administrator shall immediately
23 stop payment on such check. If the check in question has not been negotiated prior to the stop
24 payment order, the Settlement Administrator will issue a replacement check.

25 75. No person shall have any claim against Defendant (or its designee), Defendant's
26 Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings,
27 distributions, payments or reports made in accordance with or pursuant to this Agreement. This
28 provision does not, however, prevent a Party from seeking enforcement of this Agreement.

1 76. Without prejudice to any other remedies, the Settlement Administrator shall
2 agree to be responsible for any breach of its obligations (whether committed by the Settlement
3 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless
4 from and against all liabilities, claims, causes of action, costs and expenses (including legal fees
5 and expenses) arising out of any breach committed by the Settlement Administrator or its
6 agents.

7 **G. Duties of the Parties Prior to the Court's Approval**

8 77. Upon execution of this Agreement, Plaintiff will submit this Settlement
9 Agreement to the Court for Preliminary Approval. Plaintiff's submission will include this
10 Settlement Agreement and any motions, memoranda, and evidence as may be necessary for the
11 Court to determine that this Settlement Agreement is fair, adequate, and reasonable. Plaintiff
12 will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary
13 Approval Order accomplishing the following:

14 (a) Scheduling the Final Approval Hearing on the issue of whether this
15 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
16 and a hearing on fees, costs and the Service Payment;

17 (b) Approving as to form and content the proposed Notice;

18 (c) Directing the mailing of the Notice by first class mail to the Settlement
19 Class Members;

20 (d) Preliminarily approving this Settlement; and

21 (e) Preliminarily certifying the class for purposes of this Settlement.

22 78. Reallocation of Settlement Proceeds. In the event the Court fails, on its first
23 hearing, to approve this Agreement because the amount of the PAGA penalties is not adequate,
24 then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within
25 this Agreement, in order to try to achieve Final Approval of the Agreement upon any
26 subsequent Court hearings.

27 **H. Duties of the Parties Following Court's Final Approval**

28 79. In connection with the Final Approval Hearing provided for in this Settlement

Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for the Class Counsel Fee and Expense Award the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

I. Voiding the Agreement

80. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

81. If ten (10%) or more of the Settlement Class Members timely submit a Request for Exclusion, Defendant shall have the option of terminating or modifying this Agreement without prejudice to its pre-settlement positions and defenses in the Action. If Defendant exercises such option, under this paragraph it shall be relieved of any obligation to pay the Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within ten (10) days of the Notice Response Deadline. If Defendant exercises its option under this paragraph, Defendant shall be solely responsible for all Settlement Administration Costs incurred.

82. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

83. If the Settlement is voided or fails for any reason, any costs incurred by the

Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

J. Other Terms

84. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any Released Claim.

85. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

86. No Publicity. Communications regarding this Settlement prior to the Final Approval Date shall be limited to Court-Approved Notices in the Action. After the Final Approval Date, Class Counsel and the Class Representative agree that they will not make any direct or indirect comment or publication of the Settlement or of Defendant in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media, or public at large. Nothing herein shall be construed to prevent the Parties from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, , or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

87. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

88. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to

1 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
2 such documents and to take such other action as may reasonably be necessary to implement the
3 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their
4 best efforts, including all efforts contemplated by this Settlement Agreement and any other
5 efforts that may become necessary by order of the Court, or otherwise, to effectuate this
6 Settlement Agreement and the terms set forth herein. As soon as practicable after execution of
7 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
8 Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary
9 and final approval of the settlement, and the final entry of judgment.

10 89. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
11 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
12 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
13 cause of action or rights released and discharged by this Settlement Agreement.

14 90. No Admission. Defendant denies any and all liability to Plaintiff and/or any
15 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
16 that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and
17 compromise the matters at issue in the Complaint to avoid further substantial expense and the
18 inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken
19 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity
20 in the defenses that they have asserted or could assert against Plaintiff, have determined that it is
21 desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and
22 conditions set forth in this Agreement.

23 91. Inadmissibility of Agreement. Whether or not the Court issues the Final
24 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement,
25 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing
26 on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has
27 entered into this Settlement Agreement with the intention of avoiding further disputes and
28 litigation with the attendant inconvenience and expenses. This Settlement Agreement is a

1 settlement document, and it, along with all related documents such as the notices, and motions
2 for preliminary and final approval, shall, pursuant to California Evidence Code section 1152
3 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an
4 action or proceeding to approve the settlement, and/or interpret or enforce this Settlement
5 Agreement. The stipulation for class certification as part of this Settlement Agreement is for
6 settlement purposes only and if, for any reason the settlement is not approved, the stipulation
7 will be of no force or effect.

8 92. Notices. Unless otherwise specifically provided herein, all notices, demands or
9 other communications given hereunder shall be in writing and shall be deemed to have been
10 duly given as of the third business day after mailing by United States registered or certified
11 mail, return receipt requested, addressed:

12 To the Settlement Class Members and Aggrieved Employees:

13 Mehرداد Bokhour
14 *mehرداد@bokhourlaw.com*
15 1901 Avenue of the Stars, Suite 450
16 Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

17 Joshua Falakassa
18 *josh@falakassalaw.com*
19 1901 Avenue of the Stars, Suite 450
20 Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

21 To Defendant:

22 Sarah E. Ross
23 *sross@littler.com*
24 Dominique Thomas
25 *dnthomas@littler.com*
26 2049 Century Park East, 5th Floor
Los Angeles, California 90067
Tel: (310) 553-0308; Fax: (310) 553-5583

27
28 93. Construction. The Parties hereto agree that the terms and conditions of this

Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

94. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

95. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

96. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of the mediator identified in this Agreement to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

97. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure Section 664.6, the Court shall retain exclusive and continuing jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

98. Enforceability. Pursuant to California Evidence Code Section 1123(a) and (b),

1 this Agreement is intended by the Parties to be, and shall be, enforceable, binding, and
2 admissible in a court of law.

3 99. Choice of Law. This Settlement Agreement shall be governed by and construed,
4 enforced and administered in accordance with the laws of the State of California, without regard
5 to its conflicts-of-law rules.

6 100. Integration Clause. This Settlement Agreement contains the entire agreement
7 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
8 or contemporaneous agreements, understandings, representations, and statements, whether oral
9 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
10 hereunder may be waived except in writing.

11 101. Binding On Assigns. This Settlement Agreement shall be binding upon and inure
12 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
13 successors, and assigns.

14 102. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
15 because the members of the Settlement Class are numerous, it is impossible or impractical to
16 have each Final Class Member execute this Settlement Agreement. The Notice will advise all
17 Settlement Class Members of the binding nature of the releases provided herein and such shall
18 have the same force and effect as if this Settlement Agreement were executed by each Final
19 Settlement Class Member.

20 103. Counterparts. This Settlement Agreement may be executed in counterparts, and
21 when each Party has signed and delivered at least one such counterpart, each counterpart shall
22 be deemed an original, and, when taken together with other signed counterparts, shall constitute
23 one fully signed Settlement Agreement, which shall be binding upon and effective as to all
24 Parties. Electronic signatures shall have the same force and effect as an original.

25
26
27 [Signatures on the next page]
28

APPROVAL AND EXECUTION BY PARTIES:

CLASS REPRESENTATIVE:

6/16/2022
Dated: June __, 2022

DocuSigned by:
Orlando Camp
9AA7CB41CE4E462...
Orlando Camp

DEFENDANT:

MATSON LOGISTICS WAREHOUSING, INC.

Dated: June __, 2022

By: _____
Title: _____

APPROVED AS TO FORM:

CLASS COUNSEL:

6/16/2022
Dated: June __, 2022

FALAKASSA LAW, PC
DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...
Joshua Falakassa
Attorneys for Plaintiff and the Class

6/16/2022
Dated: June __, 2022

BOKHOUR LAW GROUP, P.C.
DocuSigned by:
Mehrdad Bokhour
D8D3643F271940F...
Mehrdad Bokhour
Anwar D. Burton
Attorneys for Plaintiff and the Class

DEFENDANT'S COUNSEL:

Dated: June __, 2022

LITTLER MENDELSON, P.C.

Sarah E. Ross
Dominique Thomas
Attorneys for Defendant,
Matson Logistics Warehousing, Inc

1 **APPROVAL AND EXECUTION BY PARTIES:**

2 **CLASS REPRESENTATIVE:**

3
4 Dated: June __, 2022

Orlando Camp

6 **DEFENDANT:**

7 MATSON LOGISTICS WAREHOUSING, INC.

8
9 Dated: June 16, 2022

By:  Mark D. Minor

Title: Vice President and General Counsel

11 **APPROVED AS TO FORM:**

12 **CLASS COUNSEL:**

13
14 Dated: June __, 2022

FALAKASSA LAW, PC

15
16 Joshua Falakassa

Attorneys for Plaintiff and the Class

17
18 Dated: June __, 2022

BOKHOUR LAW GROUP, P.C.

19
20 Mehrdad Bokhour

Anwar D. Burton

Attorneys for Plaintiff and the Class

21
22 **DEFENDANT'S COUNSEL:**

23
24 LITTLER MENDELSON, P.C.

Dated: June __, 2022



25 Sarah E. Ross

Dominique Thomas

Attorneys for Defendant,

Matson Logistics Warehousing, Inc

EXHIBIT 1

Orlando Camp v. Matson Logistics Warehousing, Inc.
Superior Court of the State of California, County of Alameda
Case No. RG21088637

To: All current and former non-exempt employees employed by Matson Logistics Warehousing, Inc. (the “Company”) in California at any time between February 9, 2017 through April 2, 2022 (the “Class”):

This notice is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2022 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

If you are still employed by the Company, the Company cannot take any adverse action against you or otherwise target, retaliate, or discriminate against you because of your decision to participate in this Settlement.

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately \$**INSERT AMOUNT** as your share of the Net Settlement Amount should the Court grant the settlement in full. This amount is based on [Class Member’s Estimated Number of Workweeks]. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you worked at the Company in California between February 9, 2017 through April 2, 2022 (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the settlement.
EXCLUDE YOURSELF	Receive no money. You will retain the right to pursue your own legal claims against Defendants.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2022.
CHALLENGE YOUR DATES OF EMPLOYMENT	Challenge your dates of employment listed in this Notice and supply any supporting evidence. If you challenge your dates of employment, you will still be part of the settlement and will give up rights to sue Defendants for claims released in the settlement.

I. Why am I receiving this Notice?

You received this notice because the Company’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between February 9, 2017 through April 2, 2022 (“Class Period”). The Court ordered 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 proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement. If the Court grants final approval of the settlement, the Court will issue the payments provided for by the settlement to Class Members. You are encouraged to keep your address up to date with the administrator at all times (the administrator's contact information can be found in Section 12).

The Court in charge of this case is the Alameda County Superior Court. The case is entitled, "*Orlando Camp v. Matson Logistics Warehousing, Inc.*" and bears Case No. RG21088637. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

II. What is this lawsuit about?

This lawsuit is about whether the Company failed to provide nonexempt employees with minimum wage and overtime pay, meal and rest breaks, wages due at termination, and accurate itemized wage statements. The Company denies these allegations and contends that it has done nothing wrong.

III. What is a class action and who is involved?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a "Class" or "Class Members." Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

III. Why is there a settlement?

The Court has not ruled on the merits of Plaintiff's claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm's length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

III. Who are the attorneys?

Attorneys for the Class Members:

Mehrdad Bokhour
mehrdad@bokhourlaw.com
Anwar D. Burton
anwar@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Joshua Falakassa
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (818) 505-0868

IV. What are the terms of the Settlement?

The Company has agreed to pay \$375,000 (the “Settlement Amount”) to fully resolve all claims in the Lawsuit.

IV. How much will my payment be?

Class Members who do not request to be excluded from the settlement will receive a settlement share, after amounts are deducted for: (1) Class Counsel’s expenses and attorneys’ fees; (2) the Class Representative’s service payment; (3) a payment of civil penalties, under the PAGA, to California’s Labor & Workforce Development Agency and PAGA Members; and (4) the Settlement Administrator’s reasonable fees and expenses incurred in administering the settlement. The allocation of these amounts are as follows:

	Total Amount
<i>Gross Settlement Amount</i>	\$375,000.00
Attorneys’ Fees (1/3)	\$125,000.00
Litigation Costs (not to exceed)	\$15,000.00
Administrator Costs (not to exceed)	\$5,000.00
PAGA payment (75% to LWDA)	\$11,250.00
Plaintiff’s Service Award	\$10,000.00
<i>Net Settlement Amount</i>	\$208,750.00

Your settlement share is based on the number of workweeks you worked, as represented in Defendants’ records, in comparison to other workers during the period of February 9, 2017 through April 2, 2022. You will have 180 days from the issuance of the last check to cash all of the checks.

One third (33.33%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as “wages” (W-2 reporting). The remaining two thirds (66.67%) of the Settlement Amount will be distributed to each participating Class Member as one-third “interest” and one-third non-wage “penalties” (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including,

but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. Class Members are responsible for the proper income tax treatment of the Settlement Amounts.

IV. What am I giving up to get a payment?

Unless you exclude yourself from the settlement, you will remain a Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided you do not exercise your right to opt-out as explained below. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

Do Nothing and Participate in the Settlement. Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of workweeks you worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a "Request for Exclusion from the Class Action Settlement" letter/card postmarked no later than [REDACTED], 2022 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CAMP V. MATSON LOGISTICS WAREHOUSING, INC. 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."

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], **postmarked no later than** [REDACTED], **2022**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

Object to 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 proposed Settlement, or any portion of it, you must submit a written objection stating your

full name, address, telephone number, dates of employment at Company, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2022 for your objection to be considered. Objections that do not include all required information, or that are not submitted timely, will not be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2022, at 3:00 p.m. in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612. You have the right to appear either in person or through your own attorney at this hearing.

VIII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Payment to the Class Representative on [REDACTED], 2022 at [REDACTED] a.m./p.m. in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612. To confirm the date and location of the hearing, please visit the Court website below and enter the case number: RG21088637:

<https://publicrecords.alameda.courts.ca.gov/PRS/home/>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may contact Class Counsel at the telephone number listed above. Additionally, you may contact the Settlement Administrator at (XXX) XXX-XXXX. The Settlement Administrator has representatives that can answer your questions in both English and Spanish.

You may access the pleadings and other records in this litigation, including the Settlement Agreement, through the Court's Public Portal online filing system ("eCourt Public Portal"): <https://portal.alameda.courts.ca.gov/?q=Home>

After arriving at the website, click "Searches." On the next page click "Case Number Search" and then enter RG20071436 as the case number and click "SEARCH." Images of every document filed in the case can be viewed through the 'Register of Actions' for a minimal fee.

These documents may also be examined free of charge by using one of the computer terminal kiosks available at Rene C. Davidson Courthouse in Oakland, CA and the Hayward Hall of Justice during normal business hours.

X. Court's Current Guidelines.

Please be advised that the Court has imposed social distancing guidelines for attendance at hearings and reviewing court files. Based on current conditions, including but not limited to, the spread of COVID-19 disease, the state of emergency having been declared by Governor Gavin Newsom, the need for social distancing, Class Members are encouraged to review the Court's Covid-19 webpage at:

<https://www.alameda.courts.ca.gov/general-information/covid-19>

X. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED], 2022. The deadline for mailing an objection to the Settlement Administrator is [REDACTED], 2023. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

EXHIBIT 2

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Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ORLANDO CAMP, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

MATSON LOGISTICS WAREHOUSING,
INC., a Hawaii corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: CASE NO.: RG21088637

Assigned to the Hon. Jenna Whitman, Dept. 24

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

1 On June 30, 2022, the Honorable Jenna Whitman considered Plaintiff Orlando Camp's
2 ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Plaintiff's Motion");
3 Plaintiff's supplemental briefing in support thereof; the Declarations of Anwar D. Burton, Mehrdad
4 Bokhour, Joshua Falakassa, and Orlando Camp; the First Amended Joint Stipulation of Class Action
5 and PAGA Settlement Agreement and Release ("First Amended Settlement Agreement"), and the
6 revised Notice of Class Action Settlement ("Notice Packet") and any other documents submitted in
7 support of Plaintiff's Motion.

8 Having considered the papers, argument of counsel, supporting legal authorities, and all
9 matters presented to the Court, and good cause appearing, the Court GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement and ORDERS as follows:

11 **IT IS HEREBY ORDERED THAT:**

12 1. This Order incorporates by reference the definitions in the First Amended Settlement
13 Agreement, attached as **Exhibit "B"** to the Declaration of Anwar D. Burton submitted concurrently
14 herewith, and all terms defined therein shall have the same meaning in this Order as set forth in the
15 First Amended Settlement Agreement.

16 2. For settlement purposes only, the Court certifies the following Settlement Class: all
17 current and former non-exempt employees of Defendant working in the State of California from
18 February 9, 2017 through April 2, 2022.

19 3. The Court provisionally appoints the named plaintiff, Orlando Camp, as Class
20 Representative and Mehrdad Bokhour, Esq., and Anwar D. Burton, Esq., of Bokhour Law Group,
21 P.C. and Joshua S. Falakassa, Esq. of Falakassa Law, P.C. as Class Counsel.

22 4. The Court hereby preliminarily approves the proposed First Amended Settlement
23 Agreement upon the terms and conditions set forth therein. The Court finds on a preliminary basis
24 that the Settlement appears to be within the range of reasonableness of a settlement that could
25 ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that
26 the Settlement Amount is fair, adequate, and reasonable as to all potential Class Members, when
27 balanced against the probable outcome of further litigation relating to liability and damages issues.
28 It further appears that extensive and costly investigation and research has been conducted such that

1 counsel for the parties at this time are reasonably able to evaluate their respective positions. It further
2 appears to the Court that the Settlement at this time will avoid substantial additional costs by all
3 parties, as well as the delay and risks that would be presented by the further prosecution of the Action.
4 It further appears that the Settlement has been reached as the result of intensive, non-collusive, arms-
5 length negotiations utilizing an experienced mediator.

6 5. The Court approves, as to form and content, the proposed Notice Packet attached
7 hereto as **Exhibit “A”**.

8 6. The Court directs the mailing of the Notice Packet by first-class mail to the Class
9 Members pursuant to the terms of the First Amended Settlement Agreement. The Court finds that
10 the dissemination of the Notice Packet set forth in the First Amended Settlement Agreement complies
11 with the requirements of due process of law and appears to be the best notice practicable under the
12 circumstances.

13 7. The Court hereby preliminarily approves the definition and disposition of the
14 Settlement Amount of \$375,000, which is inclusive of the payment of attorneys’ fees not to exceed
15 \$125,000, costs not to exceed \$15,000, a Service Payment not to exceed \$10,000 to the Class
16 Representative, PAGA penalties of \$15,000 (of which 75% or \$11,250 will be paid to the California
17 Labor and Workforce Development Agency (“LWDA”) and 25% or \$3,750 will be paid to Settlement
18 Class Members); and Settlement Administration Costs not to exceed \$25,000. Defendant shall pay
19 the employer’s share of payroll taxes on the portion of the Settlement Amount payable to Settlement
20 Class Members as wages, separately, and in addition to the Settlement Amount.

21 8. The Court confirms Simpluris as the Settlement Administrator, and payment of
22 Settlement Administration Costs, not to exceed \$25,000 out of the Settlement Amount for services to
23 be rendered on behalf of the Class. The Settlement Administrator shall prepare and submit to Class
24 Counsel and Defendant’s Counsel a declaration attesting to the completion of the notice process as
25 set forth in the First Amended Settlement Agreement, including an explanation of efforts to resend
26 any Notice Packet returned as undeliverable and the total number of opt-outs and objections received
27 before and after the deadline.

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1 9. The Court directs Defendant to work diligently and in good faith to compile from its
2 records and provide the Settlement Administrator with the “Class Data” – as defined in paragraph 7
3 of the incorporated First Amended Settlement Agreement--for Class Members, in a format to be
4 provided by the Settlement Administrator ,which will consist of the following information: full
5 names; last known addresses; telephone numbers; Social Security Numbers; and dates of employment
6 and/or number of Workweeks Worked as non-exempt employees of Defendant during the Class
7 Period and the PAGA Period for each Settlement Class Member. Defendant shall provide the “Class
8 Data” as referenced herein to the Settlement Administrator within ten (10) days after entry of the
9 Preliminary Approval Order.

10 10. The Settlement Administrator shall use the National Change of Address database (U.S.
11 Postal Service) to check for updated addresses for Class Members and shall then mail, via first class
12 U.S. mail, the Notice Packet to Class Members as approved in paragraph 5 herein.

13 11. The deadline by which Class Members may dispute the number of Workweeks
14 Worked, opt-out or object shall be forty-five (45) days from the date of mailing of the Notice Packet.
15 Any Class Member who desires to be excluded from the Settlement must timely mail or fax his or
16 her written Request for Exclusion in accordance with the Notice Packet. All such persons who
17 properly and timely exclude themselves from the Settlement shall not be Settlement Class Members
18 and shall have no rights with respect to the Settlement, no interest in the Settlement proceeds, and no
19 standing to object to the proposed Settlement.

20 12. The deadline for filing objections to any of the terms of the Settlement shall be forty-
21 five (45) days from the date of mailing of the Notice Packet. Any Class Member who wishes to object
22 to the Settlement should serve a written objection on the Settlement Administrator, who will email a
23 copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will lodge a copy
24 of the objection with the Court. The objection should set forth, in a clear and concise manner, the
25 factual and legal basis for the objection. Any Class Member also may appear and object at the final
26 approval hearing, even if the Class Member did not file a written objection. Any Class Member who
27 fails to make his or her objection in the manner provided for in this Order shall be deemed to have
28 waived such objection and shall forever be foreclosed from making any objection to or appeal of the

1 fairness, reasonableness or adequacy of the Settlement as incorporated in the First Amended
2 Settlement Agreement, or to the award of Attorneys' Fees and Costs, or Service Award to the Class
3 Representative.

4 13. All papers filed in support of Final Approval, including supporting documents for
5 attorneys' fees and costs shall be filed by _____.

6 14. Class Counsel and Counsel for Defendant shall file any responses to any written
7 objections submitted to the Court in accordance with the time frame set forth in the First Amended
8 Settlement Agreement.

9 15. A final approval hearing shall be held with the Court on _____, 2022, at ____:00
10 p.m., in Department "24" at 1221 Oak Street, 4th Floor, Oakland, California 94612 to determine all
11 necessary matters concerning the Settlement, including (1) whether the proposed Settlement is fair,
12 reasonable, and adequate and should be finally approved by the Court; (2) whether the plan of
13 allocation contained in the First Amended Settlement Agreement should be approved as fair,
14 adequate, and reasonable to the Settlement Class Members; (3) the amount of attorneys' fees and
15 costs to award Class Counsel; (4) the amount of the Service Award to the Class Representative; and
16 (5) the amount for Settlement Administration Costs The Court, at its discretion, may adjourn or
17 continue the final approval hearing without further notice to the Class Members.

18 16. Pending further order of this Court, all proceedings, except those contemplated herein
19 and in the Settlement, are stayed, and all deadlines are vacated.

20 17. To facilitate administration of this Settlement, all putative Class Members are hereby
21 enjoined from filing or prosecuting any claims, cases, suits or administrative proceedings regarding
22 claims released by the Settlement unless and until such putative Class Members have submitted
23 requests for exclusion with the Settlement Administrator.

24 18. In the event the settlement does not become effective in accordance with the terms of
25 the First Amended Settlement Agreement, or the settlement is not finally approved, or is terminated,
26 cancelled or fails to become effective for any reason, this Order shall be rendered null and void and
27 shall be vacated, and the parties shall revert to their respective positions as of before entering into the
28 First Amended Settlement Agreement.

1 **IT IS SO ORDERED.**

2 DATED: _____, 2022

HONORABLE JENNA WHITMAN
JUDGE OF THE SUPERIOR COURT

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