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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

JAMIE KENNEDY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

UNIVAR SOLUTIONS USA INC., a
Washington corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: MSC21-00272

[Assigned for all purposes to the Hon. E. Weil,
Department 39]

**DECLARATION OF MAX W. GAVRON IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: TBD
Time: 9:00 A.M.
Dept: 39

Complaint Filed: February 16, 2021
Trial Date: Not Set

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I, Max W. Gavron, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Named Plaintiff Jamie Kennedy (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

CASE SUMMARY

2. On February 4, 2021, Plaintiff filed her written notice with the California Labor & Workforce Development Agency (“LWDA”), alleging violations of Labor Code §§ 201-204 and 246 pursuant to the PAGA, Labor Code § 2699. Thereafter, on February 16, 2021, Plaintiff filed her class and PAGA action Complaint against Defendant in Contra Costa County Superior Court. The Complaint alleges causes of action for (1) violation of Labor Code §§ 201-203 and (2) violation of the PAGA, Labor Code § 2698, *et seq.*

3. Plaintiff's class and PAGA claims as pled in the Complaint are predicated upon the allegations that Defendant failed to factor non-discretionary incentive wages, including job premiums and/or shift differential wages, into the calculation of the regular rate for purposes of paying sick pay wages. Thus, Plaintiff and employees were underpaid sick pay. As a result of the alleged violations above, Plaintiff seeks statutory and civil penalties under the California Labor Code and the PAGA, as well as attorneys' fees and costs.

4. After the filing of the Complaint, counsel for the Parties met and conferred regarding engaging in private mediation. In connection with mediation, the Parties engaged in informal discovery to allow Plaintiff to assess the claims and liability, as well as analyze the maximum exposure of damages and penalties. Defendant provided Plaintiff's counsel with informal data and information pertaining to the number of putative class members, the hourly rates of pay for the putative class, as well as documents and information pertaining to Defendant's policies and practices regarding payment of sick pay wages. Based on the data provided by Defendant, Plaintiff's counsel conducted an analysis of liability and potential maximum exposure for the class and PAGA penalties.

1 5. On October 20, 2021, the Parties engaged in a full-day mediation with mediator
2 Joel Grossman, Esq. After thorough investigation and evaluation of the facts and claims, and as a
3 result of the arm's-length negotiations facilitated by Mr. Grossman, the Parties and their counsel
4 ultimately reached a settlement in principle and entered into a Memorandum of Understanding.
5 The Parties negotiated the terms of the settlement over the course of several months and
6 ultimately entered into the Joint Stipulation of Class Action Settlement ("Stipulation" or
7 "Settlement Agreement") in resolution of Plaintiff's class and PAGA claims in this lawsuit.
8 Attached as **Exhibit A** is a true and correct copy of the Settlement Agreement.

9 6. The Parties recognize the risk, expense, and delay in continuing litigation with the
10 class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate.

11 7. Each side has apprised the other of their respective factual contentions, legal
12 theories, and defenses, resulting in negotiations taking place between the Parties.

13 **SUMMARY OF THE SETTLEMENT TERMS**

14 8. The Settlement Agreement provides for Ninety-Five Thousand Dollars
15 (\$95,000.00) as the Maximum Settlement Amount. *See* Stipulation ¶ I.17. The Net Settlement
16 Fund, calculated after deduction of attorneys' fees (up to \$31,666.67), litigation costs (up to
17 \$15,000.00), the enhancement award payment to the Class Representative (up to \$10,000.00),
18 payment to the LWDA for PAGA penalties (\$3,750.00), and settlement administration costs (up
19 to \$4,500.00), is estimated to be approximately \$30,083.33. *Id.* ¶¶ III.9.

20 9. Each Participating Class Member who does not opt-out of the settlement will be
21 awarded a portion of the Net Settlement Fund, or approximately \$30,083.33, on a pro rata basis,
22 based on the individual's Pay Rate. *See* Stipulation ¶ III.9.b. In addition, Class Members will be
23 apportioned 25% of the PAGA Payment, or approximately \$1,250.00, on a per capita basis. *Id.* ¶
24 I.21.

25 10. On a raw average, each Participating Class Member potentially may recover
26 approximately \$1,583.33 (\$30,083.33 / 19 class members). The amount actually paid to each
27 Participating Class Member will increase or decrease depending on the Pay Rate each Class
28 Member earned at the time of separation from employment and depending on how many

1 participate.

2 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

3 11. Based on the class data provided by Defendant, Plaintiff estimated that Defendant
4 would face potential liability of approximately \$150,000 for Plaintiff's sick pay regular rate class
5 claims if Plaintiff succeeded at trial. Plaintiff was able to estimate the potential class penalties
6 based on data provided by Defendant, including the number of employees in the putative classes,
7 and the average hourly rates of pay applicable to the putative class members. Specifically,
8 Plaintiff calculated waiting time penalties under Labor Code § 203 based on 19 putative class
9 members and their average hourly rates of pay (\$143,138.40 (19 employees x ((8 hours x \$31.39)
10 x 30 days = \$7,533.60)).

11 12. With respect to potential liability of Plaintiff's PAGA claim, Plaintiff estimated
12 that Defendant could face civil penalties of up to a maximum of \$6,700 if Plaintiff were to
13 succeed at trial, and the Court awarded a \$100 penalty per pay period where the employee was
14 paid sick pay wages and non-discretionary incentive wages during the stated time period (67 pay
15 periods x \$100), and an additional \$1,900 if the Court were to "stack" additional penalties for
16 violation of Labor Code § 203.

17 13. The total amount of class and PAGA penalties amount to approximately
18 \$150,000.00, without discounting for potentially losing on any of the causes of action. The
19 Maximum Settlement Amount is \$95,000.00, which is a significant percentage of the maximum
20 class and PAGA penalties.

21 14. Although Plaintiff believes in the merits of the alleged claims and maintains that
22 there is no reason for reducing PAGA penalties, Plaintiff is aware that Defendant may raise
23 defenses to the claims and further with respect to the reduction of PAGA penalties and that it
24 could be persuasive to the Court. The Maximum Settlement Amount was premised with this risk
25 in mind, associated with the possibility of the Court significantly reducing Plaintiff's PAGA
26 penalties, along with other attendant risks, even if Plaintiff was to prevail at trial.

27 15. Further, Defendant raised several defenses that presented risk. If litigated,
28 Defendant would argue that there is no precedent from any California courts granting class

1 certification of a sick pay regular rate claim. Thus, while Plaintiff believes that a class can be
2 certified, there is a possibility that the Court will not grant class certification on Plaintiff's sick
3 pay regular rate claim here.

4 16. Defendant also likely would have argued that any failure to pay wages upon
5 separation of employment was not "willful" within the meaning of Section 203, and thus
6 penalties would not be appropriate. A willful failure to pay wages occurs only when "an
7 employer intentionally fails to pay wages to an employee when those wages are due." 8 Cal.
8 Code Regs. § 13520. However, when there is a "good faith dispute" as to whether an employee is
9 entitled to additional wages, no waiting time penalties can be awarded. 8 Cal. Code Regs. §
10 13520; *see also Barnhill v. Saunders* (1981) 125 Cal. App. 3d 1, 7. "A 'good faith dispute' that
11 any wages are due occurs when an employer presents a defense, based in law or fact, which, if
12 successful, would preclude any recovery on the part of the employee"—it is irrelevant whether
13 the defense is ultimately successful. 8 Cal. Code Regs. § 13520(a); *Amaral v. Cintas Corp.*
14 (2008) 163 Cal.App.4th 1157, 1201 (the "fact that a defense is ultimately unsuccessful will not
15 preclude a finding that a good faith dispute did exist"); *Road Sprinklers Fitters Local Union No.*
16 *669 v. G & G Fire Sprinklers Inc.* (2002) 102 Cal. App. 4th 765, 782 (employer's good faith, yet
17 mistaken, belief that wages are not owed negates finding of willfulness).

18 17. Although Plaintiff believes that the Class can be certified, Plaintiff also believes
19 in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
20 involved in not prevailing on one or more of the causes of action or theories alleged in the
21 operative Complaint, the possibility of non-certification, and the potential for appeals.

22 18. Attached as **Exhibit B** is a true and correct copy of the proposed "Notice of Class
23 Action Settlement" ("Class Notice") to be sent to Class Members.

24 19. From the inception of the case, Class Counsel has zealously represented the
25 interests of the Class. Class Counsel engaged in significant discussions with opposing counsel to
26 obtain informal data on behalf of the Class. This settlement was obtained for the benefit of the
27 Class, as opposed to the individual Class Representative.

28 20. I have spent significant time researching and pursuing the claims that have been

1 alleged in this action. The Parties engaged in informal discovery in connection with mediation,
2 and participated in the exchange of class data and Defendant's pertinent policies and practices.
3 Based on my review of all the documents and information, and based on my experience in class
4 action litigation, I believe this settlement to be fair, adequate, and reasonable.

5 21. I was retained based upon a contingency fee arrangement wherein Plaintiff's
6 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
7 Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a
8 significant amount of time, money and other resources without any benefit or return. In addition,
9 had Plaintiff also failed to prevail in the present case, Defendant would have been able to seek
10 costs in connection with their defense of the case.

11 **ATTORNEY EXPERIENCE**

12 22. I am one of the primary attorneys on this matter. My qualifications are as follows:
13 I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013,
14 magna cum laude. I was in the top 5% of my class. During my time at Southwestern, I was a
15 Notes and Comments Editor on the Southwestern Law Review. I also received awards for
16 achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at
17 the United States District Court for the Central District. Immediately after law school, I taught
18 several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I
19 taught those courses for approximately four years.

20 23. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately
21 September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted
22 in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute.
23 I also regularly litigated cases across the civil litigation spectrum, including employment matters.

24 24. From February 2016, through Fall 2017, I practiced at the international law firm
25 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
26 companies in Multi-District Litigation primarily in the product liability sphere. I also
27 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
28 judgment decision regarding trade secret issues, in addition to working in several other practice

1 groups.

2 25. From September 2017, through September 2018, I served as a law clerk to a
3 Judge sitting on the United States District Court, Central District of California. I regularly
4 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
5 working on wage and hour class actions.

6 26. I am currently an associate at the law firm Diversity Law Group, P.C., an
7 employment law firm that has handled numerous wage and hour class and individual actions, on
8 both plaintiff and defense sides. My current practice focuses on employment matters involving
9 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
10 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
11 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
12 currently handling numerous wage and hour class action lawsuits with the firm, including, but
13 not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-001906, Stanislaus
14 County Superior Court); *Cunningham, et al. v. Diverse Business Solutions* (Case No.
15 CIVDS1817095, San Bernardino County Superior Court); *Heredia v. Eddie Bauer LLC* (Case
16 No. 16CV300475, United States District Court, Northern District of California); *Parsons v.*
17 *Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); and
18 *Coronel v. Pinnacle Agriculture* (Case No. 18CV004287, Monterey County Superior Court).

19 27. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of
20 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28,
21 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our
22 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

23 28. I have also assisted the firm in numerous wage and hour class action mediations.

24 29. My co-counsel and I will adequately represent the Class Members in this action.
25 Plaintiff's counsel have and will zealously represent Plaintiff and the Class and pursue this
26 lawsuit to its conclusion.

27 30. I have no conflicts with the Class and will adequately represent the Class.

28 31. I have no connection to the proposed cy pres recipient, Legal Aid at Work, and

1 thus there is no potential for conflict.

2 32. In conjunction with the filing of this motion, my office will provide notice to the
3 Labor and Workforce Development Agency.

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

6 Executed on this 1st day of August 2022, at Los Angeles, California.

7 
8 _____
Max W. Gavron

EXHIBIT A

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Attorneys for UNIVAR SOLUTIONS USA INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JAMIE KENNEDY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

UNIVAR SOLUTIONS USA INC., a
Washington corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: MSC21-00272

[Assigned for all purposes to the Hon. E. Weil,
Department 39]

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

1 This Joint Stipulation of Class Action Settlement is entered into by and between Plaintiff
2 Jamie Kennedy (“Plaintiff”), individually and on behalf of the proposed Settlement Class, on the
3 one hand, and Defendant Univar Solutions USA Inc., on the other hand. This Joint Stipulation of
4 Class Action Settlement (“Stipulation” or “Settlement Agreement”) shall be binding on Plaintiff,
5 the former employees she seeks to represent, the Settlement Class, and on Defendant, subject to
6 the terms set forth herein, and the approval of the Court.

7 **I. DEFINITIONS**

8 **1. Action.**

9 “Action” or “Lawsuit” means the putative class action pending in the Superior Court of the
10 State of California for the County of Contra Costa entitled *Jamie Kennedy v. Univar Solutions*
11 *USA Inc., a Washington corporation; and Does 1 through 50, inclusive*, Case No. MSC21-00272,
12 filed on February 16, 2021.

13 **2. Class Counsel.**

14 “Class Counsel” means Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C.
15 and William L. Marder of Polaris Law Group, who shall act as counsel for the Settlement Class,
16 subject to Court approval.

17 **3. Class Counsel Award.**

18 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution
19 of this Lawsuit (not to exceed one-third of the Maximum Settlement Amount, or \$31,666.67), and
20 Class Counsel’s expenses and legal costs incurred in connection with this Lawsuit (not to exceed
21 \$15,000.00 from the Maximum Settlement Amount).

22 **4. Class Information.**

23 “Class Information” or “Settlement Data” means information regarding Class Members
24 that Defendant will in good faith compile from their records and provide to the Settlement
25 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include each
26 Settlement Class Member’s: (1) full name; (2) last known address; (3) last known telephone
27 number; (4) Social Security number; and (5) final rate of pay of all Class Members.

28 **5. Class Members or Settlement Class Members.**

1 “Class Members” or “Settlement Class Members” means all non-union former non-exempt
2 California employees of Defendant who were paid sick pay wages and non-discretionary incentive
3 wages, including, but not limited to, job premium and/or shift differential wages, in the same
4 workweek during their employment and whose employment ended at any time between August
5 22, 2017, and the date of preliminary approval of the Settlement (“Class Period”).

6 **6. Class Period.**

7 “Class Period” means any time between August 22, 2017, and the date the Court grants
8 preliminary approval of the settlement.

9 **7. Class Representative.**

10 “Class Representative” means Plaintiff Jamie Kennedy.

11 **8. Class Representative Enhancement Payment.**

12 “Class Representative Enhancement Payment” means the amount that the Court authorizes
13 to be paid to Plaintiff (a maximum of \$10,000 from the Maximum Settlement Amount), in
14 recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and as
15 consideration for executing this Settlement Agreement and providing a complete and general
16 release to the Released Parties as set forth in Paragraph III.2.

17 **9. Complaint.**

18 “Complaint” means the operative complaint filed in the Action.

19 **10. Court.**

20 “Court” means the Superior Court of the State of California for the County of Contra Costa.

21 **11. Defendant.**

22 “Defendant” means Defendant Univar Solutions USA Inc.

23 **12. Defense Counsel.**

24 “Defense Counsel” means Connie L. Michaels and Marlene S. Muraco of Littler
25 Mendelson, P.C.

26 **13. Effective Date.**

27 “Effective Date” means, if there are no objections to the Settlement, the date on which the
28 Court enters its final approval order and judgment approving the settlement without material

modification. However, if there are any timely objection(s) submitted that are not withdrawn, the “Effective Date” shall be the date the Settlement is finally approved and the later of: (a) the day after the last day by which a notice of appeal of the Final Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (b) if such an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested; or (d) if review is accepted, the day after the California Supreme Court affirms the Settlement.

14. Final Approval Hearing.

“Final Approval Hearing” means the hearing to be conducted by the Court after the filing by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the class and Settlement and/or to object to the Settlement, at which time Plaintiff shall request that the Court finally approve the Settlement, enter the Final Approval Order and Final Judgment, and take other appropriate action.

15. Final Approval Order.

“Final Approval Order” means the order to be entered by the Court upon granting final approval of the Settlement and this Stipulation as binding upon the Parties and Participating Class Members.

16. Final Judgment.

“Final Judgment” means a judgment issued by the Court approving this Settlement Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure §§ 577, 581d, and 904.1(a).

17. Maximum Settlement Amount.

“Maximum Settlement Amount” means the agreed upon settlement amount, subject to

1 Court approval, totaling Ninety-Five Thousand Dollars (\$95,000.00) to be paid by Defendant in
2 full settlement of the Released Claims. This is an all-inclusive settlement and includes without
3 limitation the Class Counsel Award, Individual Settlement Payments, Class Representative
4 Enhancement Payment, PAGA Payment, and Settlement Administrator Costs. This is the
5 maximum amount that Defendant is obligated to pay under this Settlement Agreement in order to
6 settle the Action, subject to the Court's approval of the Settlement.

7 **18. Individual Settlement Payment.**

8 "Individual Settlement Payment" means the amount paid from the Net Settlement Fund to
9 a Participating Class Member.

10 **19. Net Settlement Fund.**

11 "Net Settlement Fund" means the Maximum Settlement Amount, less Court-approved
12 Class Counsel Award, Class Representative Enhancement Payment, PAGA Payment, and
13 Settlement Administrator Costs.

14 **20. Notice of Class Action Settlement.**

15 "Notice of Class Action Settlement" means the Notice of Pendency of Class Action
16 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as
17 Exhibit A, which shall include an approximation of each Settlement Class Member's anticipated
18 Individual Settlement Payment. It is the notice approved by the Parties and subject to Court
19 approval explaining the terms of this Agreement and the settlement process, which the Settlement
20 Administrator will mail to each Settlement Class Member.

21 **21. PAGA Payment.**

22 "PAGA Payment" means the payment made to the Labor & Workforce Development
23 Agency ("LWDA") under the Labor Code Private Attorneys General Act of 2004 ("PAGA"),
24 which shall be Five Thousand Dollars (\$5,000.00). 75% of the PAGA Payment will be disbursed
25 to the LWDA, and the remaining 25% will be incorporated into the Net Settlement Fund for
26 distribution to Class Members.

27 **22. PAGA Notice.**

28 "PAGA Notice" means the letter submitted by Plaintiff to the LWDA, dated February 4,

2021, which is incorporated by reference in paragraph 38 of Plaintiff's Complaint filed on February 16, 2021.

23. Participating Class Members.

"Participating Class Members" means those Class Members who do not file a valid and timely Request for Exclusion (*i.e.*, opt-out), and therefore, are entitled to receive an Individual Settlement Payment.

24. Parties.

"Parties" means Plaintiff and Defendant, collectively. "Party" shall mean either Plaintiff or Defendant, individually.

25. Pay Rate.

"Pay Rate" means the rate of pay of each Class Member at the time of his or her separation from employment.

26. Plaintiff.

"Plaintiff" means Plaintiff Jamie Kennedy.

27. Preliminary Approval Date.

"Preliminary Approval Date" means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

28. Released Claims.

"Released Claims" means all claims that were or could have been alleged based on the facts alleged in the Complaint by the Class, including failing to pay sick pay at the regular rate of pay and for waiting time penalties incurred as a result of Defendant's alleged failure to pay sick pay at the regular rate of pay, pursuant to Labor Code §§ 201, 202, and 246 that accrued during the period from August 22, 2017, to October 20, 2021 and for claims for civil penalties under Labor Code § 2698 *et seq.* (Violation of the Private Attorney General Act) premised on the same facts alleged in the Complaint and Labor Code §§ 201, 202, 203, 246 that accrued during the period from August 10, 2019 through October 20, 2021. In addition, and in recognition of the fact that an employee can only recover one set of waiting time penalties regardless of how much he or she was underpaid at the time of termination, the Class shall also release any claim for failure to

1 pay waiting time penalties under Labor Code § 203 as to any wages allegedly unpaid at the time
2 of that individual's separation during the Class Period, irrespective of the nature of the underlying
3 unpaid wages. Whether such release is effective as to any claim for waiting time penalties under
4 Labor Code § 203 in any context other than the underlying claims certified for class treatment in
5 this Action shall be determined by the court or other tribunal of competent jurisdiction in any case
6 in which a Class Member seeks to recover waiting time penalties based upon the failure to pay
7 wages other than paid sick leave. (The claims being released in the Settlement are collectively
8 referred to as the "Released Claims".)

9 **29. Released Parties.**

10 "Released Parties" means (1) Defendant; (2) Defendant's past, present and future parents,
11 subsidiaries and affiliates including, without limitation any corporation, limited liability company,
12 partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under
13 common control with Defendant; (3) the past and present shareholders, directors, officers, agents,
14 employees, members, consultants, benefit plans, successors and assigns of any of the foregoing;
15 and (4) any individual or entity that could be jointly liable with any of the foregoing.

16 **30. Request for Exclusion.**

17 "Request for Exclusion" means a written request by a Class Member electing to opt out of
18 or be excluded from the Settlement. The Request for Exclusion shall include the Class Member's
19 name, present address, telephone number, signature, and statement setting forth his/her request to
20 opt out of or be excluded from the Settlement. However, a Request for Exclusion will not exclude
21 a Class Member from the release of claims under PAGA, Labor Code § 2698, *et seq.*, premised on
22 any violation of Labor Code §§ 201, 202, 203, and/or 246, or from receiving his/her PAGA
23 Payment.

24 **31. Response Deadline.**

25 "Response Deadline" means forty-five (45) days after the Settlement Administrator mails
26 the Notice of Class Action Settlement to Class Members, which is the last date on which Class
27 Members may: (a) submit a Request for Exclusion; (b) submit written objections to the Settlement;
28 or (c) dispute the information contained in the Notice of Class Action Settlement.

1 **32. Settlement.**

2 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to
3 this Joint Stipulation of Class Action Settlement.

4 **33. Settlement Administrator.**

5 “Settlement Administrator” means Phoenix Settlement Administrators, which is the third-
6 party company that the Parties have selected to administer the Settlement.

7 **34. Settlement Administrator Costs.**

8 “Settlement Administrator Costs” means the amount to be paid to the Settlement
9 Administrator from the Maximum Settlement Amount for administration of this Settlement (a
10 maximum of Four Thousand Five Hundred Dollars (\$4,500.00)). This amount will be the
11 maximum amount Defendant shall pay for administration of the Settlement.

12 **35. 1542 Waiver.**

13 “1542 Waiver” means an express waiver, to the fullest extent permitted by law, of the
14 provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision
15 under federal or state law, which Section provides:

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

20 ///

21 **II. RECITALS**

22 **1. Class Certification.**

23 The Parties stipulate to class certification for purposes of settlement only. If the Court does
24 not grant either preliminary or final approval of this Settlement, the Parties agree that this
25 stipulation regarding class certification will be revoked and the Parties will return to the point in
26 litigation immediately prior to the execution of this Agreement.

27 **2. Procedural History.**

28 On February 16, 2021, Plaintiff filed a class and representative action complaint in Contra

Costa County alleging (1) violation of Labor Code §§ 201-203; and (2) Violation of Labor Code § 2698, *et seq.* (PAGA).

After the action was filed, the Parties agreed to participate in a full-day private mediation and thereafter, engaged in informal discovery to understand the nature of the allegations and the scope of potential liability. On October 20, 2021, the Parties attended mediation with experienced mediator Joel Grossman. After arm's-length negotiations facilitated by Mr. Grossman, the Parties reached a settlement in principle and signed a Memorandum of Understanding. The Parties now formalize their agreement and all material terms in this Settlement Agreement.

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in Plaintiff's Complaint and PAGA Notice, disputes the damages and penalties claimed by Plaintiff, and further contends that Plaintiff's claims are not appropriate for class or representative action treatment for any purpose other than settlement. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in this Lawsuit. Defendant contends, among other things, that it has complied with all applicable state, federal and local laws related to the Class Members' employment.

The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Lawsuit, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

1 **3. Benefits of Settlement to Class Members.**

2 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
3 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also
4 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
5 and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of
6 proof necessary for Plaintiff to establish liability and damages and for Defendant to establish its
7 affirmative defenses to liability for the claims asserted in the Lawsuit and the potential difficulties
8 in establishing damages for the Class Members. Plaintiff and Class Counsel have also taken into
9 account Defendant's agreement to enter into a settlement that confers substantial relief upon the
10 members of the Class. Even though Plaintiff is confident that Defendant would not be able to prove
11 its affirmative defenses and that Plaintiff would be able to establish that Defendant owes the Class
12 substantial penalties, based on the foregoing, Class Counsel have concluded that settlement for the
13 consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and
14 adequate and is in the best interest of the putative class in light of all known facts and
15 circumstances, including the risk of significant delay, defenses asserted by Defendant, numerous
16 potential appellate issues, and other risks inherent in litigation.

17 **4. Defendant's Reasons for Settlement.**

18 Defendant has concluded that any further defense of this litigation would be protracted and
19 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have
20 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the
21 claims asserted by Plaintiff and Class Members. Defendant has also taken into account the risks
22 of further litigation in reaching its decision to enter into this Settlement. Even though Defendant
23 continues to contend that it is not liable for any of the claims set forth by Plaintiff in this Lawsuit,
24 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
25 Agreement to put to rest the claims in this Lawsuit. Defendant contends that it has complied with
26 all applicable state, federal, and local laws.

27 **5. No Admission of Liability; Settlement of Disputed Claims.**

28 This Agreement is a compromise of disputed claims. Defendant has claimed and continues

1 to claim that the Released Claims have no merit and do not give rise to liability. Settlement Class
2 Members have claimed and continue to claim that the Released Claims have merit and give rise to
3 liability on the part of Defendant. Nothing contained in this Agreement, no documents referred to
4 herein, and no action taken to carry out this Agreement, may be construed or used as an admission
5 by or against the Defendant, the Class Members, or Class Counsel as to the merits or lack thereof
6 of the claims asserted in this Lawsuit.

7 **III. TERMS OF AGREEMENT**

8 **1. Release as to All Participating Class Members.**

9 As of the Effective Date and funding of the Maximum Settlement Amount by Defendant,
10 the Participating Class Members, including Plaintiff, release the Released Parties from the
11 Released Claims for the Class Period as defined above. Participating Class Members agree not to
12 sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of
13 the Released Claims. It is the intent of the Parties that the Final Approval Order and Final Judgment
14 entered by the Court shall have full *res judicata* effect and be final and binding upon Participating
15 Class Members regarding the Released Claims.

16 **2. Release of Claims by Plaintiff.**

17 In addition to her release of the Released Claims, Plaintiff further agrees to release, and
18 does hereby acknowledge full and complete satisfaction of and does hereby forever release,
19 absolve and discharge Released Parties from any and all claims, demands, liens, agreements,
20 contracts, covenants, actions, suits, causes of action, grievances, wages, vacation payments,
21 severance payments, obligations, commissions, overtime payments, meal and rest period
22 premiums, debts, profit sharing claims, expenses, damages, judgments, orders and liabilities of
23 whatever kind or nature in state or federal law, equity or otherwise, whether known or unknown
24 to Plaintiff, which Plaintiff now owns or holds or has at any time owned or held as against the
25 Released Parties, or any of them, including specifically but not exclusively and without limiting
26 the generality of the foregoing, any and all claims known or unknown, suspected or unsuspected:
27 (1) arising out of or related to Plaintiff's employment with Defendant or termination of that
28 employment; or (2) arising out of or in any way connected with any claim, loss, damage or injury

1 whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by
2 or on the part of the Released Parties, or any of them, committed or omitted on or before the
3 Effective Date. This release includes all claims arising under any and all laws, statutes, orders,
4 regulations, or any other claim of right(s), including without limitation, any claim under the laws
5 of the United States of America and the State of California, including but not limited to the
6 California Constitution, the California Labor Code, and the Industrial Welfare Commission Wage
7 Orders. Plaintiff also specifically agrees and acknowledges Plaintiff is waiving any right to
8 recovery based on state or federal age, sex, race, color, national origin, marital status, religion,
9 veteran status, disability, sexual orientation, medical condition or other anti-discrimination laws,
10 including, without limitation, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the
11 Americans with Disabilities Act, the Employee Retirement Income Security Act, the Worker
12 Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act
13 (Cal. Government Code § 12900, *et seq.*), the California Family Rights Act (Cal. Government
14 Code § 12945.1, *et seq.*), and all other state laws and local ordinances, all as amended, whether
15 such claim be based upon an action filed by Plaintiff or by a governmental agency.

16 Nothing in this Agreement is intended to waive claims that may arise after the Effective
17 Date or which cannot be released by private agreement. In addition, nothing in this Agreement
18 including but not limited to the indemnification, release of claims, confidentiality, and no publicity
19 provisions, (1) shall be construed to prevent the disclosure of factual information related to any
20 acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex,
21 failure to prevent an act of workplace harassment or discrimination based on sex, or act of
22 retaliation against a person for reporting harassment or discrimination related to the Lawsuit or
23 waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning
24 alleged criminal conduct or alleged sexual harassment on the part of the Defendant, or on the part
25 of the agents or employees of the Defendant, when Plaintiff has been required or requested to
26 attend such a proceeding pursuant to a court order, subpoena, or written request from an
27 administrative agency or the legislature, (2) prevents Plaintiff from communicating with, filing a
28 charge or complaint with, or from participating in an investigation or proceeding conducted by the

1 Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and
2 Exchange Commission, or any other any federal, state or local agency charged with the
3 enforcement of any laws, including providing documents or any other information, or (3) limits
4 Plaintiff from exercising rights under Section 7 of the National Labor Relations Act to engage in
5 protected, concerted activity with other employees, although by signing this Settlement Agreement
6 Plaintiff is waiving rights to individual relief (including backpay, frontpay, reinstatement or other
7 legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by
8 Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to
9 receive a payment or an award from a government agency (and not the Defendant) for information
10 provided to the government agency or otherwise where prohibited.

11 **a. Waiver of Civil Code § 1542.**

12 It is the intention of the Parties in executing this instrument that it will be effective as a bar
13 to each and every claim specified in the Settlement Agreement. In furtherance of this intention,
14 Plaintiff hereby expressly waives any and all rights and benefits conferred upon Plaintiff by the
15 provisions of Section 1542 of the California Civil Code, and expressly consents that the Settlement
16 Agreement will be given full force and effect according to each and all of its express terms and
17 provisions, including those relating to unknown and unsuspected claims, if any, as well as those
18 relating to any other claims hereinabove specified. Section 1542 provides:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
20 **THAT THE CREDITOR OR RELEASING PARTY DOES**
21 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
22 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
23 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR OR RELEASED PARTY.

24 Having been so apprised, Plaintiff nevertheless hereby voluntarily elects to and does waive
25 the rights described in Civil Code § 1542, and elects to assume all risks for claims that now exist
26 in her favor, known or unknown.

27 **3. Tax Liability.**

28 The Parties make no representations as to the tax treatment or legal effect of the payments

called for hereunder, and Class Members are not relying on any statement or representation by the Parties in this regard. Participating Class Members understand and agree that they will be responsible for the payment of taxes and penalties assessed on the payments described herein and will hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based upon a good faith determination of the Parties to resolve a disputed claim.

4. Preliminary Approval of Settlement.

Solely for the purposes of this Settlement, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify a class including the Class Members. Class Members can exclude themselves from the class as explained in Paragraph III.7.f. below. Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting a date for a final approval hearing. Defendant agrees not to oppose Plaintiff's motion for a preliminary approval of this Settlement unless the motion is inconsistent with the terms set forth in this Settlement Agreement. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. The proposed preliminary approval order shall provide for the Notice of Class Action Settlement to be sent to Class Members as specified herein.

5. Conditional Nature of Stipulation for Certification.

Solely for the purposes of this Settlement, the Parties stipulate and agree to the certification of the Released Claims asserted on behalf of Class Members. Should for whatever reason the Settlement not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Released Claims or Class Members should be certified in a non-settlement context in the Action or in any other lawsuit. Defendant expressly reserves its right to oppose claim or class certification in the Action or any other action should this Settlement not become effective.

6. Settlement Administration.

a. Class Information to Settlement Administrator.

1 Within fourteen (14) calendar days of the Court granting preliminary approval of this
2 Agreement, Defendant shall provide the Settlement Administrator with the Class Information for
3 purposes of mailing the Notice of Class Action Settlement to the Settlement Class Members.

4 Because employees' sensitive personal information is included in the Class Information,
5 the Settlement Administrator shall maintain the Class Information securely and in confidence.
6 Access to such Class Information shall be limited to employees of the Settlement Administrator
7 with a need to use the Class Information for administration of the Settlement.

8 **b. Notice by First Class U.S. Mail.**

9 Within fourteen (14) calendar days of receipt of the Class Information from Defendant, the
10 Settlement Administrator will mail copies of the Notice of Class Action Settlement to all
11 Settlement Class Members via regular First-Class U.S. Mail.

12 **c. Undeliverable Notices.**

13 Any Notice of Class Action Settlement returned to the Settlement Administrator as
14 undeliverable before the Response Deadline, the Settlement Administrator shall: (1) conduct a skip
15 trace to locate a correct address based on the National Change of Address Database to update and
16 correct any known or identifiable address changes; and (2) if an updated or correct address is
17 obtained using this method, re-mail the returned Notice of Class Action Settlement within five (5)
18 calendar days of receiving notice that a notice was undeliverable. Settlement Class Members who
19 receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended
20 fifteen (15) calendar days from the original Response Deadline.

21 **d. Disputes Regarding Individual Settlement Payments.**

22 Settlement Class Members will have the opportunity to provide documentation and/or an
23 explanation to the Settlement Administrator to show contrary information by the Response
24 Deadline should they disagree with Defendant's records regarding the following information stated
25 on their Notice of Class Action Settlement: (1) the Class Member's Pay Rate at the time of
26 separation of employment. If there is a dispute, the Settlement Administrator will consult with the
27 Parties to determine whether an adjustment is warranted. The Settlement Administrator shall
28 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the

1 terms of this Agreement. The disputes regarding Individual Settlement Payments will be resolved
2 initially by the Settlement Administrator, subject to final resolution by the Court if the Court
3 decides to rule on the dispute prior to or concurrently with its Final Approval Order. If the Court
4 does not issue a ruling on the dispute, the Settlement Administrator's determination of the
5 eligibility for and amount of any Individual Settlement Payment will be binding upon the
6 Settlement Class Members and the Parties. In the absence of circumstances indicating fraud,
7 manipulation or destruction, Defendant's records will be given a rebuttable presumption of
8 accuracy.

9 **e. Disputes Regarding Administration of Settlement.**

10 Any disputes not resolved by the Settlement Administrator concerning the administration
11 of the Settlement will be resolved by the Court under the laws of the State of California. Prior to
12 any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the
13 disputes without the necessity of involving the Court.

14 **f. Exclusions.**

15 The Notice of Class Action Settlement shall state that Settlement Class Members who wish
16 to exclude themselves from the Settlement must submit a Request for Exclusion by the Response
17 Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number
18 of the Settlement Class Member requesting exclusion; (2) contain a statement expressing that the
19 Settlement Class Member elects to be excluded from the Settlement; (3) be signed by the
20 Settlement Class Member; and (4) be postmarked or fax stamped by the Response Deadline and
21 returned to the Settlement Administrator at the specified address or fax number. The date of the
22 postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the
23 exclusive means used to determine whether a Request for Exclusion has been timely submitted.
24 Except as stated herein, any Settlement Class Member who requests to be excluded from the
25 Settlement Class will not be entitled to any recovery under the Settlement and will not be bound
26 by the terms of the Settlement or have any right to object, appeal, or comment thereon. However,
27 she/he will still be bound by the release of claims under Labor Code § 2698, *et seq.*, which are
28 premised on the facts alleged in the operative complaint and violation of Labor Code §§ 201, 202,

203, 246 that accrued during the period from August 10, 2019 through October 20, 2021, and will still receive his/her PAGA Payment. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action.

No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all members of the Settlement Class who have timely submitted a Request for Exclusion.

g. Objections.

The Notice of Class Action Settlement shall state that Settlement Class Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed or faxed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope or the fax stamp shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the basis for the objection; and (3) if the Settlement Class Member intends to appear at the final approval hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Either of the Parties may file a response to any objection before the Final Approval Hearing. However, any Settlement Class Member who does not submit a Notice of Objection in compliance with this section may nevertheless appear at the final approval hearing and present an oral objection to the Settlement. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than the Response Period Deadline.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

h. Funding of Maximum Settlement Amount.

1 Within fourteen (14) calendar days of the Effective Date, Defendant shall deposit into an
2 escrow account set up by the Settlement Administrator the Maximum Settlement Amount as finally
3 approved by the Court.

4 **8. No Solicitation of Settlement Objections or Exclusions.**

5 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
6 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement
7 Class Members to submit either written objections to the Settlement or Requests for Exclusion, or
8 to appeal from the Court's Final Judgment.

9 **9. Net Settlement Fund.**

10 The Net Settlement Fund will be determined by the Settlement Administrator by
11 subtracting the Class Counsel Award, Class Representative Enhancement Payment, PAGA
12 Payment, and Settlement Administrator Costs from the Maximum Settlement Amount. The
13 anticipated Net Settlement Fund is \$30,083.33. This amount may change due to any change in the
14 amount of the Class Counsel Award, Class Representative Enhancement Payment, and Settlement
15 Administrator Costs as ordered by the Court and in accordance with the terms of this Settlement
16 Agreement. The Parties estimate the amount of the Net Settlement Fund as follows:

Maximum Settlement Amount:	\$	95,000.00
Class Rep. Service Award:	\$	10,000.00
Class Counsel Fees:	\$	31,666.67
Class Counsel Costs:	\$	15,000.00
75% of PAGA Payment to the LWDA	\$	3,750.00
Settlement Administrator Costs	\$	4,500.00
Net Settlement Fund	\$	30,083.33

24 This is a non-reversionary Settlement in which Defendant will pay the entire Maximum
25 Settlement Amount. No portion of the Maximum Settlement Amount will revert to Defendant.

26 **a. Individual Settlement Payments.**

27 Individual Settlement Payments will be paid from the Net Settlement Fund and shall be
28 paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be

1 mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing
2 address within ten (10) calendar days of Defendant's funding of the Maximum Settlement Amount
3 into the escrow account set up by the Settlement Administrator. All Individual Settlement
4 Payments will be treated as penalties. The amounts paid as penalties shall not be subject to
5 withholding of employment taxes and shall be reported by IRS 1099 forms.

6 **b. Class Members' Payment Ratio.**

7 Participating Class Members will be paid as follows: The Net Settlement Amount will be
8 apportioned among Class Members on a pro rata basis, based on the individual Class Member's
9 Pay Rate. Thus, upon receipt of the Class Information from Defendant, the Settlement
10 Administrator will add up the final hourly rate of pay for each Class Member. The sum of this
11 calculation will be the denominator. The numerator will be each Participating Class Member's Pay
12 Rate. For example, if the sum of the Class Members' hourly rates of pay was \$475 a Participating
13 Class Member whose hourly rate of pay was \$32 would get $32/475 = 6.7\%$ of the Net Settlement
14 Fund.

15 **10. Unclaimed Settlement Payment(s).**

16 After one hundred and eighty (180) days of the mailing of the Individual Settlement
17 Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement
18 Payment checks will be redistributed to Legal Aid at Work, as a cy pres recipient.

19 **11. Notice Satisfies Due Process.**

20 Compliance with the notice procedures specified in this Settlement Agreement shall
21 constitute due and sufficient notice to Class Members of this Settlement and shall satisfy the
22 requirements of due process. Nothing else shall be required of, or done by, the Parties, Class
23 Counsel, or Defense Counsel to provide notice of the proposed Settlement. In the event the
24 procedures in this Settlement Agreement are followed and the intended recipient of a Notice of
25 Class Action Settlement still does not receive the Notice of Class Action Settlement, the intended
26 recipient shall remain a Participating Class Member and will be bound by all terms of the
27 Settlement and any Final Approval Order and Final Judgment entered by the Court upon the
28 Effective Date.

1 **12. Class Representative Enhancement Payment.**

2 Defendant agrees not to oppose or object to Plaintiff's application to the Court for a Class
3 Representative Enhancement Payment of up to Ten Thousand Dollars and No Cents (\$10,000.00).
4 The Class Representative Enhancement Payment shall be paid to Plaintiff only from the Maximum
5 Settlement Amount no later than fourteen (14) calendar days of Defendant's funding of the
6 Maximum Settlement Amount. The Class Representative Enhancement Payment shall be in
7 addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. Any
8 amount requested by Plaintiff for the Class Representative Enhancement Payment and not granted
9 by the Court shall return to the Net Settlement Fund and be distributed to Participating Class
10 Members as provided in this Agreement. Plaintiff shall not have the right to revoke his agreement
11 to the Settlement on the grounds the Court does not approve the requested Class Representative
12 Enhancement Payment.

13 **13. Class Counsel Award.**

14 Defendant agrees not to oppose or object to any application or motion by Class Counsel
15 for attorneys' fees in the amount of up to one-third of the Maximum Settlement Amount, or
16 \$31,666.67. Defendant further agrees not to oppose any application or motion by Class Counsel
17 for the reimbursement of any litigation costs or expenses associated with Class Counsel's
18 prosecution of this matter from the Maximum Settlement Amount not to exceed \$15,000.00. Class
19 Counsel shall be paid any Court-approved fees and costs no later than fourteen (14) calendar days
20 of Defendant's funding of the Maximum Settlement Amount. Any amount requested by Class
21 Counsel for the Class Counsel Award and not granted by the Court shall return to the Net
22 Settlement Fund and be distributed to Participating Class Members as provided in this Agreement.
23 This Settlement is not contingent upon the Court awarding Class Counsel any particular amount
24 in attorneys' fees and costs. Class Counsel each agree to provide the Settlement Administrator
25 with an executed IRS Form W-9 before the Class Award is issued. The Settlement Administrator
26 shall issue an IRS Form 1099 to each Class Counsel for the payments made pursuant to this
27 Paragraph.

28 Neither Class Counsel nor any other current or past counsel for Plaintiff shall be permitted

1 to petition the Court for, or to accept, any additional payments for attorneys' fees, costs, interest,
2 or any other amount from Defendant except as specified above. Defendant's payment of the Class
3 Counsel Award shall constitute full satisfaction of the obligation to pay any amounts to any person,
4 attorney, or law firm, including but not limited to Settlement Class Members, or attorneys' fees,
5 expenses, or costs in the Action incurred by any other attorney or law firm for attorneys' fees,
6 expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff or
7 Settlement Class Members. The Parties further agree that the Class Counsel Award shall be for all
8 attorneys' fees, expenses, and costs, present and future, incurred in the Action by all attorneys
9 working on behalf of the Plaintiff and Settlement Class Members.

10 **14. Settlement Administrator Costs.**

11 The Parties agree to allocate up to \$4,500.00 of the Maximum Settlement Amount for
12 Settlement Administrator Costs. This amount will be the maximum amount Defendant shall pay
13 for administration of the Settlement. The Settlement Administrator shall have the authority and
14 obligation to make payments, credits, and disbursements to Settlement Class Members in the
15 manner set forth herein, calculated in accordance with the methodology set out in this Agreement
16 and orders of the Court. The Parties agree to cooperate in the Settlement administration process
17 and to make all reasonable efforts to control and minimize the cost and expenses incurred in
18 administration of the Settlement. The Settlement Administrator shall be paid the Settlement
19 Administrator Costs no later than five (5) calendar days of Defendant's funding of the Maximum
20 Settlement Amount.

21 **1. Responsibilities of the Settlement Administrator.**

22 The Settlement Administrator shall be responsible for the following: preparing, printing,
23 and mailing the Notice of Class Action Settlement and tax forms to the Settlement Class Members
24 as directed by the Court; receiving and reporting requests for exclusion and objections; processing
25 payments from the Maximum Settlement Amount; providing weekly status reports to Defense
26 Counsel and Class Counsel; mailing Individual Settlement Payments to Participating Class
27 Members, Class Representative Enhancement Payment to Plaintiff, Class Counsel Award to Class
28 Counsel and seventy-five percent (75%) of the PAGA Payment to the LWDA; printing and

1 providing Participating Class Members, Plaintiff, and Class Counsel with IRS Forms 1099 as
2 required under this Settlement Agreement and applicable law; providing a due diligence
3 declaration for submission to the Court upon the completion of the administration of the
4 Settlement; and for such other tasks as the Parties mutually agree or the Court orders the Settlement
5 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of
6 the performance of all Settlement Administrator responsibilities. Any expenses incurred in
7 connection with such preparation shall be a Settlement Administrator Cost. The Parties each
8 represent that they do not have any financial interest in the Settlement Administrator or otherwise
9 have a relationship with the Settlement Administrator that could create a conflict of interest.

10 **15. Final Approval Hearing and Entry of Final Judgment.**

11 Upon expiration of the Response Deadline, with the Court's permission, a final approval
12 hearing shall be conducted to determine final approval of the Settlement along with the amount
13 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement
14 Payment; (iii) Individual Settlement Payments; and (iv) Settlement Administrator Costs.

15 **16. Final Approval Order.**

16 Plaintiff will request, and Defendant will concur in said request, that the Court enter, after
17 the Final Approval Hearing, a Final Approval Order. Plaintiff will request that the Final Approval
18 Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best
19 interests of the Class; and require the Parties to carry out the provisions of this Agreement.

20 **17. Nullification of Settlement Agreement.**

21 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court
22 denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as
23 provided herein; or (iv) the Settlement, according to the terms set forth herein, does not become
24 final for any other reason, this Settlement Agreement shall be null and void and any order or
25 judgement entered by the Court in furtherance of this Settlement shall be treated as void from the
26 beginning.

27 To the extent that more than three (3) Settlement Class Members submit valid Requests for
28 Exclusion, Defendant has the option to nullify this settlement no later than twenty-one (21)

1 calendar days prior to the date of hearing on final approval of this Settlement. If Defendant
2 exercises this option, Defendant shall notify Class Counsel in writing and pay all Settlement
3 Administration Costs incurred through the date of nullification. The Settlement Agreement will
4 become null and void, and the Parties shall proceed in all respects as if this Settlement Agreement
5 had not been executed.

6 **18. Increase in Class Members.**

7 Defendant has represented that, as of the date of the Parties' mediation, the Class included
8 19 individuals.

9 At the time the Class Information is provided to the Settlement Administrator, if the Class
10 Information reflects that there are more than 22 Class Members, Defendant shall have the option
11 of: (1) selecting a new end date for the Class Period that limits the number of Class Members to
12 22; or (2) increasing the Net Settlement Amount proportionately (for any people over 22). For
13 example, should there be 24 Class Members (*i.e.*, 9.1% more than the 22 permitted), and should
14 Defendant then choose option 2, above, Defendant would be required to increase the Maximum
15 Settlement Amount in a sum derived by the following formula: 9.1% x Net Settlement Amount.

16 **19. No Effect on Employee Benefits.**

17 Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement
18 shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for,
19 or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, etc.)
20 of Plaintiff or Settlement Class Members.

21 **20. Confidentiality.**

22 Neither Plaintiff nor Class Counsel shall disclose the terms of this Settlement Agreement
23 to any other entity or individual, except as required by law, such as any requirement by the Court
24 to provide information related to the Settlement in order to obtain approval of the Parties'
25 Settlement Agreement, any requirement by counsel for Plaintiff to advise Class Members
26 regarding the Settlement, or any requirement by Class Counsel to work with a class settlement
27 administrator to effectuate the Parties' Settlement.

28 **21. No Publicity.**

1 Plaintiff and Class Counsel agree not to issue a press release or otherwise notify the media
2 about the terms of the Settlement or advertise or market any of the terms of the Settlement through
3 written, recorded, or electronic communications. Plaintiff and Class Counsel further agree that if
4 contacted regarding this Action, they will state only that the Action exists and has been resolved.
5 This provision is not intended to and does not limit Class Counsel to respond to questions from
6 and provide advice to Class Members regarding the Settlement.

7 **22. No Admission by Defendant.**

8 Defendant denies any and all claims alleged in this Lawsuit and denies all wrongdoing
9 whatsoever. This Agreement is not a concession or admission, and shall not be used against
10 Defendant as an admission or indication with respect to any claim of any fault, concession, or
11 omission by Defendant.

12 **23. Exhibits and Headings.**

13 The terms of this Agreement include the terms set forth in any attached Exhibits, which are
14 incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are
15 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
16 Agreement are inserted for convenience of reference only and do not constitute a part of this
17 Agreement.

18 **24. No Pending or Future Lawsuits by Plaintiff.**

19 Other than the Action, Plaintiff represents that she does not have any pending lawsuits,
20 administrative complaints, or charges against Defendant or any of the Released Parties in any local,
21 state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised
22 therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and
23 the Court's Final Approval Order and Final Judgment.

24 **25. Amendment or Modification.**

25 This Agreement may be amended or modified only by a written instrument signed by
26 counsel for all Parties or their successors-in-interest.

27 **26. Entire Agreement.**

28 This Agreement and any attached Exhibits constitute the entire Agreement among these

Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

27. Authorization to Enter into Settlement Agreement.

Class Counsel warrants and represents they are expressly authorized by Plaintiff to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by Plaintiff pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

28. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

29. California Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, excluding choice of law rules.

30. Counterparts.

This Agreement may be executed in one or more counterparts and delivered by electronic scan, .pdf, or DocuSign. All executed counterparts and each of them shall be deemed to be one and the same instrument.

31. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure § 664.6, the Court shall retain jurisdiction

1 with respect to the interpretation, implementation, and enforcement of the terms of this Agreement
2 and all orders and judgments entered in connection therewith, and the Parties and their counsel
3 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
4 enforcing the settlement embodied in this Agreement and all orders and judgments entered in
5 connection therewith. All terms of this Agreement are subject to approval by the Court. In the
6 event that one or more of the Parties institutes any legal action or other proceeding against any
7 other Party or Parties to enforce the provisions of this Agreement, or to declare rights and/or
8 obligations under this Agreement, the prevailing Party or Parties shall be entitled to recover from
9 the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness
10 fees incurred in connection with any enforcement actions.

11 **32. Invalidity of Any Provision.**

12 Before declaring any provision of this Agreement invalid, the Court shall first attempt to
13 construe the provisions valid to the fullest extent possible consistent with applicable precedents so
14 as to define all provisions of this Agreement valid and enforceable.

15 **33. Execution by Plaintiff.**

16 Plaintiff, by signing this Settlement Agreement, is bound by the terms herein and further
17 agrees not to submit any Request for Exclusion from or Notice of Objection to the Settlement. Any
18 such Request for Exclusion or Notice of Objection shall therefore be void and of no force or effect.

19 WHEREFORE, Plaintiff, on behalf of herself and the Class Members, and Defendant have
20 executed this Agreement as of the dates set forth below.

21
22 **[SIGNATURES ON FOLLOWING PAGE]**
23
24
25
26
27
28

1 Dated: _____, 2022

JAMIE KENNEDY

2
3 Dated: July 18, 2022



By: Julie Halperin, Its Assistant Secretary
UNIVAR SOLUTIONS USA INC.

4
5
6 Dated: _____, 2022

Larry W. Lee
Max W. Gavron
DIVERSITY LAW GROUP

William L. Marder
POLARIS LAW GROUP

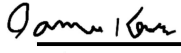
Attorneys for Plaintiff Jamie Kennedy

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11
12
13 Dated: July 19, 2022



Connie L. Michaels
Marlene S. Muraco
LITTLER MENDELSON, P.C.

1 Dated: 07 07, 2022

DocuSigned by:

JAMIE KENNEDY

2
3 Dated: _____, 2022

4 By: _____
UNIVAR SOLUTIONS USA INC.

5
6 Dated: July 8, 2022


Larry W. Lee
Max W. Gavron
DIVERSITY LAW GROUP

10 William L. Marder
POLARIS LAW GROUP

12 Attorneys for Plaintiff Jamie Kennedy

13 Dated: _____, 2022

14 _____
Connie L. Michaels
Marlene S. Muraco
LITTLER MENDELSON, P.C.

EXHIBIT B

[CLASS MEMBER NAME]

Jamie Kennedy v. Univar Solutions USA Inc.

**Superior Court of the State of California, County of Contra Costa
Case No. MSC21-00272**

If you are a former employee of Univar Solutions USA Inc. (“Univar” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

**YOUR ESTIMATED TOTAL SETTLEMENT PAYMENT FROM THIS CLASS ACTION
SETTLEMENT IS \$ [REDACTED].**

This payment is referred to herein as “Total Payment” and may be subject to change.

- This lawsuit involves a class defined as: all non-union former non-exempt California employees of Defendant who were paid sick pay wages and non-discretionary incentive wages, including, but not limited to, job premium and/or shift differential wages, in the same workweek during their employment and whose employment ended at any time between August 22, 2017, and [TBD] (“Class Period”).
- You are receiving this Notice because the records reflect that you may be a class member.
- Plaintiff Jamie Kennedy (“Plaintiff”) alleges that Defendant failed to pay sick pay at the regular rate of pay that factored in non-discretionary incentive remuneration, including without limitation, job premiums and/or shift differential wages, allegedly resulting in the failure to pay all wages owed at the time of separation of employment.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Univar’s defenses.
- You will not be penalized or retaliated against by Univar for participating in this settlement.
- You have several options available to you:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING	If you do nothing in response to this notice, you will receive your Total Payment, which is estimated above. You will also be considered a member of the settlement class and will be deemed to have released the claims made or that could have been made in this lawsuit. To ensure you receive your Total Payment, please notify the Settlement Administrator if your mailing address changes from now until you receive a settlement check. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 2022)	If you ask to be excluded from the settlement, you will not receive your Total Payment. Instead, you will receive a Private Attorneys General Act-only payment. You will not be considered a member of the settlement class as to the class action claims brought by Plaintiff and will not have released the Released Claims (defined below). However, you will be considered a member of the PAGA settlement class and will be deemed to have released claims under PAGA, Labor Code § 2698, <i>et seq.</i>, premised on any violation of Labor Code §§ 201, 202, 203, and/or 246. You will also receive a PAGA-only payment that is estimated to be \$[XXXX] for you (“PAGA-Only Payment”). Important: You cannot ask to be excluded from the settlement <u>and</u> still receive your Total Payment. Also, if you do not ask to be excluded, your Total Payment will include your PAGA-Only Payment.
OBJECT TO THE SETTLEMENT (Deadline: _____, 2022)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the identified deadline. Regardless of how the Court rules on your objection, you will still be considered a member of the settlement class and to have released the claims made or that could have been made in this lawsuit. If the Court approves the settlement, you will still receive your Total Payment even if you have objected.
ATTEND THE FINAL APPROVAL HEARING	You can ask to speak in Court about the fairness of the settlement at the Final Approval Hearing. The Court will hold a Final Approval Hearing to determine whether the settlement is fair, reasonable, and adequate on [DATE], 2022 at [TIME]. More information regarding this hearing is set forth in section 10.

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Your options are explained in this notice.
To opt out or object, you must act by XXXXX.

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Univar's non-union former non-exempt employees. You have received this notice because Univar's records indicate that you are a member of the settlement class.

2. What is this lawsuit about?

This lawsuit was filed on February 16, 2021, on behalf of individuals who were employed by Univar as non-union, non-exempt employees in the State of California, during the Class Period. "Class Period" is defined as any time between August 22, 2017, and [TBD]. The operative complaint alleges class and representative PAGA claims against Univar for failing to pay sick pay at the regular rate of pay that resulted in the failure to pay all wages owed at the time of separation of employment in violation of Labor Code section 246, 201, 202, and 203. The complaint also alleges a claim for civil penalties under PAGA for the same underlying violations.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Univar's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate, and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although Univar disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Maximum Settlement Amount is \$95,000,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$31,666.67
- Litigation Costs: \$15,000.00
- Settlements Administration Costs: \$4,500.00

- Class Representative Enhancement Payment to Class Representative: \$10,000.00
- PAGA Payment to the Labor and Workforce Development Agency (“LWDA”): \$3,750.00, representing its share of the settlement payment for the PAGA claims made pursuant to Labor Code § 2699.

After these deductions, and to the extent that the Court approves these amounts, approximately \$30,083.33 is estimated to be available for payment to the class members receiving this notice (“Net Settlement Fund”). These amounts may change and are subject to Court approval.

Each class member’s Total Settlement Payment shall be determined as follows:

- Individual Settlement Payment: The Net Settlement Fund will be apportioned among Class Members on a pro rata basis, based on a Class Member’s individual final hourly rate of pay, divided by the total final hourly rate of pay for all Class Members. (For example, if the sum of all Class Members’ final hourly rates of pay is \$475, a Class Member whose final hourly rate of pay was \$32 would receive $32 \div 475 = 6.7\%$ of the Net Settlement Fund.)
- PAGA-Only Payment: PAGA penalties in the amount of \$1,250.00 will be apportioned proportionally among Class Members on a per capita basis.

All settlement payments will be treated as penalties and shall not be subject to withholding of employment taxes and shall be reported by IRS 1099 forms.

According to Univar’s records, your hourly rate of pay at the time of separation from employment was [REDACTED].

If you disagree with the above information and would like someone to look into the matter, please follow the procedure below. Based on the above information, your estimated settlement amount is [REDACTED].

6. What if I disagree with information or the pay rate shown above?

If you believe the information in the notice is incorrect regarding your final pay rate, you can provide documentation or explanation to the Settlement Administrator to show contrary information. You can write a letter setting forth the pay rate at the time of separation of employment that you believe is correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

[INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION]

You must submit such information by [REDACTED]. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will release by doing nothing and participating in the settlement are as follows:

“Released Claims” means all claims that were or could have been alleged based on the facts alleged in the Complaint by the Class, including failing to pay sick pay at the regular rate of pay and for waiting time penalties incurred as a result of Defendant’s alleged failure to pay sick pay at the regular rate of pay, pursuant to Labor Code §§ 201, 202, and 246 that accrued during the period from August 22, 2017, to [INSERT DATE OF PRELIMINARY APPROVAL] and for claims for civil penalties under Labor Code § 2698 *et seq.* (Violation of the Private Attorney General Act) premised on the same facts alleged in the Complaint and Labor Code §§ 201, 202, 203, 246 that accrued during the period from August 10, 2019 through [INSERT DATE OF PRELIMINARY APPROVAL ORDER]. In addition, and in recognition of the fact that an employee can only recover one set of waiting time penalties regardless of how much he or she was underpaid at the time of termination, the Class shall also release any claim for failure to pay waiting time penalties under Labor Code § 203 as to any wages allegedly unpaid at the time of that individual’s separation during the Class Period, irrespective of the nature of the underlying unpaid wages.

Even if you opt-out of the class action settlement, you cannot opt-out of the PAGA portion of this lawsuit and will release claims under PAGA, Labor Code § 2698, *et seq.*, premised on any violation of Labor Code §§ 201, 202, 203, and/or 246.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“Request for Exclusion”) by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, [insert name of administrator], at the following address by XXXX.

[INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION]

Your letter must include (1) your name, current address, and telephone number; (2) a statement indicating your request to opt out of or be excluded from the settlement; (3) your signature; and (4) be postmarked or fax stamped on or before XXX.

If your Request for Exclusion is postmarked or fax stamped after XXX, it will be rejected as untimely, and you will be a Participating Class Member and be bound by the settlement terms and

release.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive an Individual Settlement Payment as part of this settlement. Such individuals will keep any right to sue Univar separately about the claims made in this lawsuit, with the exception of the PAGA claim, which will be released upon court approval of the PAGA Settlement. However, even if you submit a valid Request for Exclusion, you cannot opt-out of the PAGA portion of this lawsuit and will still receive your PAGA-Only Payment and be deemed to have released the PAGA claims being resolved by this settlement.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than **XXXX**. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment.

For written objections to be valid, you must state your full name, the basis of your objection, and state whether you intend to appear at the Final Approval Hearing. Any class member may make an objection at the Final Approval Hearing with or without submitting any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than **XXXX**. The Final Approval and Fairness Hearing will be held in Dept. 39 of the Contra Costa County Superior Court, Wakefield Taylor Courthouse, located at 725 Court Street, Martinez, California 94553 on **XXXX**, 2022, at **XXX** (Pacific Time).

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 39 of the Contra Costa County Superior Court, Wakefield Taylor Courthouse, located at 725 Court

Street, Martinez, California 94553 on _____, 2022, at XXX (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's enhancement award, and the costs of settlement administration. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

Hearings before the judge overseeing this case are now being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the final fairness hearing, class members who wish to appear at the final fairness hearing remotely should contact Class Counsel to arrange an appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting class member shall be paid by Class Counsel.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may telephone the [INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION], or Class Counsel (listed above). You may also review the settlement agreement, which is on file with the Clerk of the Contra Costa County Superior Court, 725 Court Street, Martinez, California 94553, and may also be reviewed online at <https://odyportal.cc-courts.org/portal>.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS: Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555; and William L. Marder of Polaris Law Group, 501 San Benito Street, Suite 200, Hollister, CA 95023, Phone: (831) 531-4214.

Please do not telephone the Court, the Office of the Clerk, or Univar's counsel for information regarding this settlement.