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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

IKEYEE JACKSON, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SAMUEL, SON & CO. (USA) INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CVRI2101679

(Assigned to the Honorable Harold Hopp, Dept.
10)

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

Date: December 19, 2022
Time: 8:30 a.m.
Dept.: 10

Complaint Filed: March 30, 2021

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 11 2023

E. Escobedo

JAN 11 2023

1 Plaintiff's application for an Order Granting Preliminary Approval of Class Action
2 Settlement was filed with the Court on April 19, 2022, supplemental papers were filed on
3 December 30, 2022 and a hearing was held before this Court on December January 6, 2023.

4 The Court has considered the Stipulation of Class Action Settlement and Release
5 ("Settlement Agreement") and all other papers filed in this action.

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between
8 Plaintiff and Defendant filed herewith. The Stipulation of Class Action Settlement and Release
9 ("Settlement Agreement") appears to be fair, adequate, and reasonable to the Class;

10 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
11 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
12 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

13 3. The Court hereby conditionally certifies the following Class for settlement
14 purposes only:

15 All current and former employees of Defendant in the State of
16 California who were paid shift differential and/or shift premium
17 wages at any time between November 1, 2020, through June 11,
18 2021.

19 Should for whatever reason the Settlement Agreement not become Final, the fact that the
20 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
21 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
22 whether a class should be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiff Ikeyee Jackson as the Class
24 Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity
25 Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class.
26 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
27 required by, or which may be given, pursuant to the Settlement Agreement, and such other acts
28 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member

1 may enter an appearance through his or her own counsel at such Class Member's own expense.
2 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
3 represented by Class Counsel.

4 5. The Court hereby approves the terms and conditions provided for in the
5 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
6 falls within the range of reasonableness of a settlement, including the amount of the PAGA
7 penalties, and appears to be presumptively valid, subject only to any objections that may be
8 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
9 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
10 Members when balanced against the probable outcome of further litigation relating to liability
11 and damages issues. It also appears that investigation, research, and court proceedings have been
12 conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective
13 positions. It appears to the Court that settlement at this time will avoid substantial additional
14 costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the
15 further prosecution of the Litigation. It also appears that settlement has been reached as a result
16 of intensive, serious, and non-collusive arm's-length negotiations.

17 6. A final fairness hearing on the question of whether the proposed Settlement
18 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and costs
19 to Class Counsel, payment of PAGA penalties to the Labor Workforce & Development Agency,
20 and the Class Representative Enhancement Payment should be finally approved as fair,
21 reasonable, and adequate as to the members of the Class is hereby set for June 5, 2023 at 8:30
22 a.m. in this Court.

23 7. The Court hereby approves, as to form and content, the Notice of Class Action
24 Settlement, Objection Form and Exclusion Form ("Notice Packet") to be sent to Class Members,
25 which is attached as **Exhibit A** to this Order. The Court finds that distribution of the Notice
26 Packet substantially in the manner and form set forth in the Settlement Agreement and this Order
27 meets the requirements of due process and shall constitute due and sufficient notice to all parties
28 entitled thereto.

1 8. The Court finds that the form of notice to the Settlement Class regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to members of the
3 Settlement Class constitute the best notice practicable under the circumstances, and constitute
4 valid, due, and sufficient notice to all members of the Settlement Class. The form and method of
5 giving notice complies fully with the requirements of the California Code of Civil Procedure
6 section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the
7 California and United States Constitutions, and other applicable law.

8 9. The Court appoints and designates Phoenix Settlement Administrators as the
9 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
10 approved Notice Packet to Class Members using the procedures set forth in Section III,
11 Paragraph 13 of the Settlement Agreement.

12 10. Any Class Member may choose to opt out of and be excluded from the settlement
13 as provided in the Settlement Agreement and Notice Packet and by following the instructions for
14 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
15 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.
16 Any opt out request must be in writing and signed by each such Class Member opting out and
17 must otherwise comply with the requirements delineated in the Notice Packet. Any request for
18 exclusion shall be submitted to the Settlement Administrator. The Settlement Administrator shall
19 file a declaration concurrently with the filing of the motion for final approval that authenticates a
20 copy of every exclusion form received by the Settlement Administrator. Class Members who
21 have not requested exclusion by submitting a valid and timely opt out request, by the opt out
22 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
23 Judgment.

24 11. Any Class Member may object to the Settlement Agreement or express his or her
25 views regarding the Settlement Agreement and may present evidence and file briefs or other
26 papers that may be proper and relevant to the issues to be heard and determined by the Court as
27 provided in the Class Notice. Any objection shall be submitted to the Settlement Administrator.
28 The Settlement Administrator shall send copies of all objections received to counsel. The

1 Settlement Administrator shall file a declaration concurrently with the filing of the motion for
2 final approval that authenticates a copy of every objection form received by the Settlement
3 Administrator. The Settlement Administrator shall provide notice to any objecting party of any
4 continuance of the hearing of the motion for final approval.

5 12. The Motion for Final Approval shall be filed by the Class Representative no later
6 than sixteen (16) court days before the Settlement Fairness Hearing.

7
8 13. An implementation schedule is below:

Event	Date
Defendant to provide Class Member information to the Settlement Administrator	<i>[within fourteen (14) calendar days of the Court granting preliminary approval of the Settlement Agreement]</i>
Settlement Administrator to mail Class Notice, Request for Exclusion, and Objection Form to Class Members	<i>[within five (5) business days of receipt of the Class Information from Defendant]</i>
Deadline for Class Members to request exclusion from, submit dispute, or object to the Settlement	<i>[sixty (60) days after the Settlement Administrator mails the Notice of Class Action Settlement to Settlement Class Members]</i>
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement	May 11, 2023
Settlement Fairness Hearing	June 5, 2023

17 14. Pending the Settlement Fairness Hearing, all proceedings in this action, other than
18 proceeding necessary to carry out or enforce the terms and conditions of the Settlement and this
19 Order, are stayed.

20 15. The Court reserves the right to adjourn or continue the date of the Settlement
21 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
22 the Class, and retains jurisdiction to consider all further applications arising out of or connected
23 with the Settlement Agreement.

24 IT IS SO ORDERED.

25 DATED: 11/10/23


26 HON. HAROLD HOPP
27 SUPERIOR COURT OF CALIFORNIA
28

EXHIBIT A

Ikeyee Jackson v. Samuel, Son & Co. (USA) Inc.
Superior Court of California, County of Riverside
(Case No. CVRI21010679)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER EMPLOYEE OF SAMUEL, SON & CO. (USA) INC. (“SSC”) IN THE STATE OF CALIFORNIA AND RECEIVED SHIFT DIFFERENTIAL AND/OR SHIFT PREMIUM WAGES AT ANY TIME DURING THE PERIOD OF NOVEMBER 1, 2020 THROUGH JUNE 11, 2021, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The Riverside County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

SSC CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$«MERGED_EstSettAmnt_CALC» THROUGH THIS SETTLEMENT, OF WHICH \$«MERGED_EstSettAmnt_CALC» IS THE CLASS PORTION AND \$«MERGED_EstSettAmnt_CALC» IS THE PAGA PORTION.

- Ikeyee Jackson (“Named Plaintiff”) has sued Samuel, Son & Co. (USA) Inc. (“Defendant”) on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it. This means that the Court has determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, but has not made a final determination as to the fairness of the settlement yet.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address.

	Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 2023)	If you ask to be excluded from the settlement, you will get no payment from the class portion of the settlement , but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. You will still receive a payment from the PAGA portion of the settlement and will lose any rights to sue Defendant separately for the PAGA claims ¹ in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: _____, 2023)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is This Lawsuit About?

In the lawsuit, the Named Plaintiff claimed that Defendant failed to provide accurate itemized wage statements to Class Members, in violation of California Labor Code section 226(a). Specifically, Plaintiff alleges that when Defendant paid shift differential and/or shift premium wages, the corresponding wage statements did not identify the applicable hours and rate of pay used to calculate such wages. Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

3. Why is This a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Ikeyee Jackson), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Riverside County Superior Court is in charge of the case. The lawsuit is known as *Samuel, Son & co. (USA) Inc.*, Case No. CVRI2101679.

4. Why is There a Settlement?

¹ PAGA Claims are claims for civil penalties owed to the State of California for violations of the California Labor Code.

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff thinks he could have won at trial. Defendant thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that any current or former employee of Samuel, Son & Co. (USA) Inc. in the State of California who was paid shift differential and/or shift premium wages at any time during the period of November 1, 2020, through June 11, 2021 (the "Class Period") is a class member.

6. What Does the Settlement Provide?

The proposed settlement provides for a payment by Defendant of \$241,442.50 to fully and finally resolve all claims in the lawsuit (referred to as the "Gross Settlement Amount"). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the value of the Gross Settlement Amount after deducting the following (the "Net Settlement Amount"): (a) settlement administration costs not to exceed \$12,000.00; (b) class representative service award to Named Plaintiff not to exceed \$7,500.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel's attorneys' fees not to exceed \$80,480.83; (d) a payment to the California Labor Workforce and Development Agency of \$15,000; and (e) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$7,500.00. **Class Counsel's attorneys' fees and costs and Named Plaintiff's class representative service award remain subject to Court approval.**

No portion of the Gross Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of pay periods with payment for shift differential and/or shift premium wages during the period of November 1, 2020 through and including June 11, 2021. Based upon Defendant's records, the number of applicable wage statements you received is determined to be **. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of wage statements with payment for wages, see below (Question 9).

8. How Do I Get a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about forty-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information is Inaccurate?

If you believe the number of wage statements you received during the period of November 1, 2020 through June 11, 2021 is inaccurate, you may dispute it by sending a letter to [ADMINISTRATOR'S ADDRESS] no later than _____, 2023. Be sure to include your name, address, telephone number, last

four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Get a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims that are based on the facts alleged by Named Plaintiff in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

All claims that were pled or could have been pled against any of the Released Parties based on the factual allegations, circumstances, and primary rights set forth in the Complaint or in Plaintiff's PAGA Notice, that accrued during the Class Period for the Class Members, including without limitation all claims, arising out of any violation of Labor Code section 226, including: (a) any and all claims for failure to furnish accurate itemized wage statements; and (b) pre-judgment interest and claims for attorneys' fees and costs.

Additionally, regardless of whether you exclude yourself from the settlement, you will be releasing certain PAGA claims. PAGA Claims are claims for civil penalties owed to the State of California for violations of the California Labor Code. In this case, the amount of PAGA penalties that will be distributed to the employees (the “Aggrieved Employees”) is \$5,000, which comes out to \$0.98 per pay period. Both the PAGA award and the class award (assuming you do not exclude yourself from the class) will be reported on a Form 1099.

To be entitled to a portion of the PAGA award, the requirements are the same as the requirements to be part of the Class. Specifically, that you were employed by SSC and received shift differential and/or shift premium wages at any time from November 1, 2020 through June 11, 2021. The Released PAGA Claims are:

All claims for statutory penalties and/or civil penalties under PAGA, Labor Code §§ 2698, et seq., that were pled or could have been pled against any of the Released Parties based on the factual allegations, circumstances, and primary rights set forth in the Complaint or in Plaintiff's PAGA Notice, that accrued during the Class Period, including without limitation all derivative claims for statutory penalties and/or civil penalties under PAGA, Labor Code §§ 2698, et seq., premised on any violation of Labor Code section 226; and (b) claims for attorneys' fees and costs awardable under PAGA.

Again, you will receive a portion of the PAGA award regardless of whether you exclude yourself from the settlement or not.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must complete and mail in the Request for Exclusion Form included in this Notice Packet you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Ikeyee Jackson v. Samuel, Son & Co. (USA) Inc.* settlement. Please read the directions on the Request for Exclusion Form carefully.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep

any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense. You will still receive a payment from the PAGA portion of the settlement and will lose any rights to sue Defendant separately for the PAGA claims in this lawsuit.

12. If I Don't Exclude Myself, Can I Sue Defendant or Get Money from the Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is _____, 2023.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter. You will still receive a payment from the PAGA portion of the settlement and will lose any rights to sue Defendant separately for the PAGA claims in this lawsuit.

13. How Do I Tell the Court that I Don't Believe that the Settlement is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so by completing and mailing in the Objection Form included in this Notice Packet. Please read the instructions on the Objection Form carefully. All Objection Forms must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than _____, 2023, to the Settlement Administrator at ***** as well as to the Court at the following address: Clerk of the Court, Superior Court of California, County of Riverside, 4050 Main Street, Riverside, CA 92501. You may then also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

However, you may appear at the final approval hearing for the settlement and present your objection to the Court orally, even without written objection or providing notice to anyone of your intention to appear.

14. What Is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Diversity Law Group and Polaris Law Group, both of which represent the Named Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will the Attorneys for the Class and the Class Representative be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$80,480.83 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$7,500.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$7,500.00 will be paid from the Gross Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Harold Hopp on _____, 2023, at ____ a.m., in Department 10 of the Superior Court of California for the County of Riverside, 4050 Main Street, Riverside, CA 92501, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel or the Settlement Administrator: _____, [Address], Toll-Free Phone Number: [insert]. You may also locate the Settlement Agreement by obtaining Exhibit A to the Declaration of Nicholas Rosenthal In Support of Plaintiff's Motion for Preliminary Approval, which was filed on April 20, 2022. This document can be obtained either by going to the courthouse where this matter is being heard, at 4050 Main Street, Riverside, CA 92501 or by visiting the website for the Riverside County Courts at riverside.courts.ca.gov.

19. What is the Contact Information for the Court and Class Counsel?

The address for the Court and Class Counsel are as follows:

COURT	CLASS COUNSEL
Clerk of Court Superior Court of California, County of Riverside	DIVERSITY LAW GROUP Larry W. Lee Kristen M. Agnew

4050 Main Street Riverside, CA 92501	Nicholas Rosenthal 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554 POLARIS LAW GROUP William L. Marder 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 Facsimile: (831) 634-0333
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WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Ikeyee Jackson v. Samuel, Son & Co. (USA) Inc.

c/o _____

Address

City, CA, Zip

Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

IKEYEE JACKSON, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

SAMUEL, CON & CO. (USA) INC., a
Delaware corporation, and DOES 1-50,

Defendants.

Case No. CVRI2101679

Case Assigned to: Hon. Harold Hopp
Department: 10

OBJECTION FORM

THIS FORM MUST BE POSTMARKED OR DELIVERED NO LATER THAN xxx.

YOU DO NOT HAVE TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT THE SETTLEMENT. YOU MAY APPEAR AT THE FINAL APPROVAL HEARING TO OBJECT WITHOUT SUBMITTING A WRITTEN OBJECTION.

Name (First, Middle, Last)

[preprinted by claims administrator]

If you wish to object the above-captioned lawsuit (the "Class Action") pending against Samuel, Son & Co. (USA) Inc. (hereinafter "Defendant"), you must mail this "Objection Form" to the Administrator, at the address below. On a separate paper submitted with this form, please state the basis for your objection as well as providing any evidence that you believe supports your objection. To be considered valid, the Objection Form must be signed by you and contain your name and address. To be considered timely, your Objection must be postmarked no later than , 2023. Late objections will not be considered.

(signature)

(typed or print name)

(address)

(telephone number)

If you wish to object, mail the completed form along with a separate paper stating the basis for your objection as well as any supporting evidence by , 2023 to:

SAMUEL, SON & CO. (USA) INC. SETTLEMENT

c/o PHOENIX SETTLEMENT ADMINISTRATORS

[ADDRESS and phone number]

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

IKEYEE JACKSON, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

SAMUEL, CON & CO. (USA) INC., a
Delaware corporation, and DOES 1-50,

Defendants.

Case No. CVRI2101679

Case Assigned to: Hon. Harold Hopp
Department: 10

**REQUEST FOR EXCLUSION
FORM**

THIS FORM MUST BE POSTMARKED OR DELIVERED NO LATER THAN xxx.

**YOU DO NOT HAVE TO COMPLETE THIS FORM TO PARTICIPATE IN THE
SETTLEMENT.**

**ONLY RETURN THIS FORM IF YOU WANT TO OPT OUT AND EXCLUDE
YOURSELF FROM THE SETTLEMENT.**

Name (First, Middle, Last)

[preprinted by claims administrator]

If you wish to be excluded from the above-captioned lawsuit (the “Class Action”) pending against Samuel, Son & Co. (USA) Inc. (hereinafter “Defendant”), you must mail this “Request for Exclusion Form” to the Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion Form must be signed by you and contain your name and address. To be considered timely, your Request for Exclusion must be postmarked no later than , **2023**. Late opt-out requests will not be considered.

If you file a timely and valid “Request for Exclusion Form”, you will no longer be a member of the Class, and you will not be eligible to receive a share of the class settlement award or object to the terms of the Settlement. However, you will not be bound by the terms of the Settlement, and may pursue any claims you may have, at your own expense, against Defendant. You will also still receive a share of the civil penalties awarded based on PAGA.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *IKEYEE JACKSON V. SAMUEL, CON & CO. (USA) INC.* LAWSUIT. I UNDERSTAND THAT IF I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT PORTION OF THIS LAWSUIT.

Dated: _____

(signature)

(typed or print name)

(address)

(telephone number)

If you exclude yourself, mail the completed form by _____, 2023 to:

SAMUEL, SON & CO. (USA) INC. SETTLEMENT

c/o PHOENIX SETTLEMENT ADMINISTRATORS

[ADDRESS and phone number]