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Attorneys for Plaintiff and the Class

**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 Sunshine Sykes,
Dept. 6)

**DECLARATION OF NICHOLAS
ROSENTHAL IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 13, 2022
Time: 8:30 a.m.
Dept.: 6

Reservation ID: 857359202946

Complaint Filed: March 30, 2021

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I, Nicholas Rosenthal, 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, P.C., counsel of record for Plaintiff Ikeyee Jackson (“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 March 30, 2021, Plaintiff filed a class and representative action complaint against Defendant alleging violation of California Labor Code sections 226(a) and 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). Plaintiff’s complaint alleged that the wage statements issued by Defendant failed to identify the hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code section 226(a) and sought penalties pursuant to PAGA for the underlying violation of Labor Code section 226(a).

3. After the exchange of further information and extended negotiations, the Parties reached an agreement in principle which was memorialized in a Memorandum of Understanding. Thereafter, the Parties entered into a long form agreement of settlement.

SUMMARY OF THE SETTLEMENT TERMS

4. The terms of the class-wide settlement are set forth in the Stipulation of Class Action Settlement and Release (the “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

5. The proposed class consists of “all current and former employees of Defendant in the State of California who were paid shift differential and/or shift premium wages at any time between November 1, 2020, through July 11, 2021.” Based upon Defendant’s records, there are approximately 240 individuals that comprise the Class. *See* Settlement Agreement ¶ 6. Class Members do not need to do anything should they wish to receive their share of the settlement funds. If a Class Member does not wish to take part in this settlement and be bound by the release, he or she must submit an exclusion request. *Id.* ¶ 31.

1 6. The Settlement Agreement provides for a Gross Settlement Amount of Two
2 Hundred Forty One Thousand Four Hundred Forty Two Dollars and Fifty Cents (\$241,442.50).
3 *See* Settlement Agreement ¶ 17. The Net Settlement Amount, calculated after deduction of
4 attorneys’ fees, costs, Class Representative Enhancement Payment, payment to the LWDA, and
5 Settlement Administration Costs, shall be distributed to Participating Class Members. *Id.* ¶ 8.
6 The amount distributed to each Participating Class Member will depend on the number of wage
7 statements that include a payment of overtime wages each respective Participating Class Member
8 received during the Class Period. *Id.* ¶ III.8.b.

9 7. As part of the Settlement Agreement, Defendant does not object to Plaintiff’s
10 Counsel’s request for attorney’s fees up to one-third of the Gross Settlement Amount—*i.e.*, the
11 sum of Eighty Thousand Four Hundred Eighty Dollars and Eighty Three Cents (\$80,480.83),
12 plus up to Seven Thousand Five Hundred Dollars (\$7,500.00) for reimbursement of litigation
13 costs. *See* Settlement Agreement ¶ 3. Also, as part of the Settlement Agreement Defendant does
14 not object to Plaintiff’s request for an enhancement payment of Seven Thousand Five Hundred
15 Dollars (\$7,500.00). *Id.* ¶ 8.

16 8. Finally, the Settlement Agreement provides for the payment of the Settlement
17 Administrator for the administration of this current settlement. The Parties have received a quote
18 from Phoenix Settlement Administrators for a fee of approximately Twelve Thousand Dollars
19 (\$12,000.00) to administer the settlement. *See* Settlement Agreement ¶ 35.

20 9. After deducting the amounts listed above, it is estimated that the Net Settlement
21 Amount of \$118,961.67 will be distributed to the Class.

22 **POTENTIAL STATUTORY AND CIVIL PENALTIES**

23 10. I negotiated the settlement sum based on a clear understanding of the maximum
24 exposure in this case. Based on the number of Class Members (240) and wage statements at issue
25 (5,083), the total maximum potential penalties are approximately \$1,004,600. Of this amount, the
26 maximum potential Labor Code section 226(e) penalties is approximately \$496,300. This
27 exposure assumes that the Court would find that the Class suffered “injury” as a result of the
28 alleged violations, and that the violations were “knowing and intentional.” As explained above,

1 Defendant disputes that Plaintiff can establish either on a class-wide basis.

2 11. The maximum potential PAGA penalties are \$508,300. However, the trial court
3 has the discretion to reduce PAGA civil penalties “if, based on the facts and circumstances of the
4 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
5 or confiscatory.” See Cal. Labor Code § 2699(e)(2). Thus, the \$508,300 figure does not factor in
6 the likelihood that the Court would greatly reduce the amount of penalties at trial.

7 12. Under the facts of this case, I appreciate the risk that Defendant could present a
8 persuasive argument to reduce the amount of PAGA penalties at trial. For example, in *Fleming v.*
9 *Covidien, Inc.*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011), while the plaintiff
10 ultimately prevailed in a PAGA trial predicated on a violation of Labor Code section 226(a), *i.e.*,
11 inaccurate wage statements, the Court assessed only 17% of the maximum penalties— and this
12 was after finding liability at trial. Similarly, Judge Carville of the Alameda Superior Court in the
13 matter of *Parr v. Golden State Overnight*, Alameda Superior Court Case No. RG12618103,
14 assessed PAGA penalties upon Defendant of approximately 7% of the total maximum
15 penalties—again, this was only after plaintiff had prevailed at trial. In one recent California
16 Court of Appeal case, a trial court’s reduction of PAGA penalties by 90% was upheld.
17 *Carrington v. Starbucks*, 30 Cal. App. 5th 504, 529 (2018).

18 13. Here, the Gross Settlement Amount is fair and reasonable as it is approximately
19 **24.0 %** of the potential recovery of Plaintiff’s class and PAGA claims if Plaintiff was to fully
20 succeed at trial.

21 14. Based on my own independent investigation and evaluation, I am of the opinion
22 that settlement for the consideration and on the terms set forth in the Stipulation of Class Action
23 Settlement and Release is fair, reasonable, and adequate and is in the best interests of the Class
24 and Defendant in light of all known facts and circumstances, and the uncertainty and risks to
25 Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in
26 the operative Complaint, the possibility of non-certification, and the potential for appeals.

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

28 15. From the inception of the case, Class Counsel has zealously represented the

interests of the Class. The settlement was obtained for the benefit of the Class, as opposed to the individual Class Representative.

16. The Settlement Agreement calls for the Net Settlement Amount (calculated after deduction of attorneys' fees, costs, Class Representative Enhancement Payment, LWDA payment, and Settlement Administration Costs) to be paid to all Class Members. Based on an estimated Net Settlement Amount of \$118,96.67, Class Members will be entitled to recover, on average, up to \$495.67 each.

17. The amount any Class Member will be entitled to recover will be greater or lower, depending on the number of wage statements that include a payment of overtime wages each respective Participating Class Member received during the Class Period, with some entitled to receive more, and others less. This is fair, as it directly allocates greater recovery to individual Class Members who have allegedly suffered greater harm. The amount may also vary depending on the number of timely Requests for Exclusion received by the Settlement Administrator.

18. Additionally, the scope of the release is appropriately limited. As a condition of participating in this settlement, Class Members waive and release all claims, demands, rights, liabilities, and causes of action that were pled in the operative Complaint, or could have been pled based on the factual allegations in the operative Complaint, during the applicable period from November 1, 2020 through July 11, 2021. *See* Settlement Agreement ¶¶ 28, 29. This release only applies during the time period of November 1, 2020 through July 11, 2021.

19. I believe that Plaintiff and the Class could prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation and the specific risks that a class might not be certified and/or that Plaintiff could fail to establish liability. Moreover, as Defendant adamantly denies that it should be liable for the full extent of the penalties, there is a possibility that Plaintiff and the Class would be awarded fewer or no penalties at trial.

20. Thus, after taking into account sharply disputed legal issues involved in this litigation, the risks associated with further prosecution, delays caused by potential appeals, and the substantial benefits to be received pursuant to the Settlement Agreement, I believe that the

1 proposed settlement is fair, reasonable, and adequate and is in the best interests of the Class.

2 **ATTORNEY'S EXPERIENCE**

3 21. Both Plaintiff's and Defendant's counsel have a great deal of experience in wage
4 and hour class action litigation. Plaintiff's counsel has been approved as class counsel in a
5 number of wage and hour class actions and have extensive litigation experience.

6 22. My qualifications are as follows: I received my JD from University of Southern
7 California Gould School of Law in 2009. Upon graduation, I practiced law as an associate at
8 Seyfarth Shaw LLP, representing corporate clients in both single-plaintiff and wage hour class
9 actions. In 2014, I began as an associate at Diversity Law Group.

10 23. I have handled a number of wage and hour matters including class actions and
11 multiple-plaintiff actions. I have been named as class counsel in a number of class actions that
12 have been granted certification or preliminary or final approval by the Superior Courts of Los
13 Angeles County, Orange County, Alameda County, and Monterey County, the United States
14 District Court for the Central District of California, and the United States District Court for the
15 Northern District of California.

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

18 Executed on this 19th day of April 2022, at Los Angeles, California.

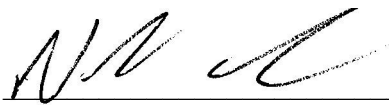
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21 Nicholas Rosenthal

EXHIBIT A

(Counsel for the parties listed on the following page)

**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 Sunshine Sykes,
Dept. 6)

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: March 30, 2021

CASE NO. 20CV368771

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

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5 Attorneys for Defendants
6 SAMUEL, SON & CO. (USA) INC.

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16 Attorneys for Plaintiff, the Class, and Aggrieved Employees
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This Joint Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiff Ikeyee Jackson (“Plaintiff”), individually and on behalf of the proposed Settlement Class, and the State of California, on the one hand, and Defendant Samuel, Son & Co. (USA) Inc. (“Defendant”), on the other hand. This Joint Stipulation of Class Action Settlement and Release of Claims shall be binding on Plaintiff, the current and former employees he seeks to represent, the Settlement Class, the LWDA, the State of California, and on Defendant, subject to the terms set forth herein, and the approval of the Court.

I. DEFINITIONS

1. Action.

“Action” or “Lawsuit” means the putative class action pending in the Superior Court of the State of California for the County of Riverside entitled *Ikeyee Jackson v. Samuel, Son & Co. (USA) Inc., a Delaware corporation, and DOES 1 through 50, inclusive*, Case No. CVRI2101679, filed on March 30, 2021.

2. Class Counsel.

“Class Counsel” means Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group, who, subject to Court approval, shall act as counsel for the Settlement Class.

3. Class Counsel Award.

“Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Lawsuit (not to exceed one-third of the Gross Settlement Amount, or \$241,442.50), and Class Counsel’s expenses and legal costs incurred in connection with this Lawsuit (not to exceed \$7,500.00 from the Gross Settlement Amount).

4. Class Information.

“Class Information” or “Class Data” means information regarding Settlement Class Members that Defendant will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include each Settlement Class Member’s: (1) full name; (2) last known address; (3) social security number; (4) number of wage statements received during the Class Period containing shift differential and/or

1 shift premium pay.

2 **5. Class Members or Settlement Class Members.**

3 “Class Members” or “Settlement Class Members” means all current and former employees
4 of Defendant in the State of California who were paid shift differential and/or shift premium wages
5 at any time between November 1, 2020, through June 11, 2021.

6 **6. Class Period.**

7 “Class Period” is defined as November 1, 2020, through and including June 11, 2021.

8 **7. Class Representative.**

9 “Class Representative” means Plaintiff Ikeyee Jackson.

10 **8. Class Representative Service Award.**

11 “Class Representative Service Award” means the amount that the Court authorizes to be
12 paid to Plaintiff (a maximum of \$7,500.00 from the Gross Settlement Amount), in recognition of
13 Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit.

14 **9. Complaint.**

15 “Complaint” means the operative First Amended Complaint filed in the Action.

16 **10. Court.**

17 “Court” means the Superior Court for the County of Riverside, State of California.

18 **11. Defendant.**

19 “Defendant” means Defendant Samuel, Son & Co. (USA) Inc.

20 **12. Defense Counsel.**

21 “Defense Counsel” means Christopher W. Decker of Ogletree, Deakins, Nash, Smoak &
22 Stewart, P.C.

23 **13. Effective Date.**

24 The “Effective Date” shall be the date the Settlement is finally approved and the later of:
25 (a) the day after the last day by which a notice of appeal of the Final Approval Order and/or of an
26 order rejecting any motion to intervene may be timely filed, and none is filed; (b) if such an appeal
27 is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after
28 the last date for filing a request for further review of the Court of Appeal’s decision passes and no

1 further review is requested; (c) if an appeal is filed and there is a final disposition by ruling,
2 dismissal, denial, or otherwise by the Court of Appeal and further review of the Court of Appeal's
3 decision is requested, the day after the request for review is denied with prejudice and/or no further
4 review of the decision can be requested; or (d) if review is accepted, the day after the California
5 Supreme Court affirms the Settlement.

6 **14. Final Approval Hearing.**

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

12 **15. Final Approval Order.**

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

16 **16. Final Judgment.**

17 "Final Judgment" means a judgment issued by the Court approving this Settlement
18 Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting
19 the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577,
20 581d, and 904.1(a).

21 **17. Gross Settlement Amount.**

22 "Gross Settlement Amount" means the agreed upon settlement amount, subject to Court
23 approval, totaling Two Hundred Forty One Thousand Four Hundred Forty Two Dollars and Fifty
24 Cents (\$241,442.50) to be paid by Defendant in full settlement of the Released Claims. This is an
25 all-inclusive settlement and includes without limitation the Class Counsel Award, Individual
26 Settlement Payments, Class Representative Service Award, PAGA Payment, and Settlement
27 Administrator Costs. This is the maximum amount that Defendant is obligated to pay under this
28 Settlement Agreement in order to settle the Action, subject to the Court's approval of the

1 Settlement.

2 **18. Individual Settlement Payment.**

3 “Individual Settlement Payment” means the amount paid from the Net Settlement Fund to
4 a Participating Class Member.

5 **19. Net Settlement Fund.**

6 “Net Settlement Fund” means the Gross Settlement Amount, less Court-approved Class
7 Counsel Award, Class Representative Service Award, the portion of the PAGA Payment paid to
8 the LWDA, and Settlement Administrator Costs.

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

10 “Notice of Class Action Settlement” means the Notice of Pendency of Class Action
11 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as *Exhibit*
12 *A*, which shall include an approximation of each Settlement Class Member’s anticipated Individual
13 Settlement Payment. It is the notice approved by the Parties and subject to Court approval
14 explaining the terms of this Agreement and the settlement process, which the Settlement
15 Administrator will mail to each Settlement Class Member.

16 **21. PAGA Payment.**

17 “PAGA Payment” means the payment made to the Labor & Workforce Development
18 Agency (“LWDA”) under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), which
19 shall be Twenty Thousand Dollars and No Cents (\$20,000.00), 25% of which will be included as
20 part of the Net Settlement Fund to be distributed to Class Members and 75% of which will be paid
21 to the LWDA.

22 **22. PAGA Notice.**

23 “PAGA Notice” means the letter submitted by Plaintiff to the LWDA, dated March 11,
24 2021, which is incorporated by reference in paragraph 34 of Plaintiff’s First Amended Complaint
25 filed on May 20, 2021.

26 **23. Participating Class Members.**

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

1 Settlement Payment.

2 **24. Parties.**

3 “Parties” means Plaintiff and Defendant, collectively. “Party” shall mean either Plaintiff or
4 Defendant, individually.

5 **25. Pay Period.**

6 “Pay Period” means the pay period(s) worked by each Class Member during the Class
7 Period.

8 **26. Plaintiff.**

9 “Plaintiff” means Plaintiff Ikeyee Jackson.

10 **27. Preliminary Approval Date.**

11 “Preliminary Approval Date” means the date on which the Court issues an order granting
12 preliminary approval of the proposed Settlement.

13 **28. Released Claims.**

14 “Released Claims” means:

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

21 **29. Released PAGA Claims.**

22 “Released PAGA Claims” means:

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

1 costs awardable under PAGA.

2 **30. Released Parties.**

3 “Released Parties” means Defendant and all of the following: (i) Defendant’s officers,
4 directors, employees and agents, (ii) Defendant’s parent companies Samuel Holdings, Inc. and
5 Samuel, Son & Co., Limited, and (iii) the owners/shareholders of Samuel, Son & Co., Limited,
6 namely Kimberly Samuel, Mark Samuel and Richard Balaz.

7 **31. Request for Exclusion.**

8 “Request for Exclusion” means a written request by a Class Member electing to opt out of
9 or be excluded from the Settlement. The Request for Exclusion shall include the Class Member’s
10 name, present address, telephone number, and statement setting forth his/her request to opt out of
11 or be excluded from the Settlement. However, a Request for Exclusion will not exclude a Class
12 Member from the release of claims under PAGA, Labor Code §§ 2698, *et seq.*, premised on any
13 violation of Labor Code section 226, or from receiving his/her share of the PAGA Payment.

14 **32. Response Deadline.**

15 “Response Deadline” means sixty (60) days after the Settlement Administrator mails the
16 Notice of Class Action Settlement to Settlement Class Members, which is the last date on which
17 Settlement Class Members may: (a) submit a Request for Exclusion; (b) submit written objections
18 to the Settlement; or (c) dispute the information contained in the Notice of Class Action Settlement.

19 **33. Settlement.**

20 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to
21 this Joint Stipulation of Class Action Settlement and Release of Claims.

22 **34. Settlement Administrator.**

23 “Settlement Administrator” means Phoenix Settlement Administrators, the third-party
24 company that the Parties have selected to administer the Settlement.

25 **35. Settlement Administrator Costs.**

26 “Settlement Administrator Costs” means the amount to be paid to the Settlement
27 Administrator from the Gross Settlement Amount for administration of this Settlement (a maximum
28 of Twelve Thousand Dollars and No Cents (\$12,000.00)). This amount will be the maximum

1 amount Defendant shall pay for administration of the Settlement.

2 **II. RECITALS**

3 **1. Class Certification.**

4 The Parties stipulate to class certification for purposes of settlement only. If the Court does
5 not grant either preliminary or final approval of this Settlement, the Parties agree that this
6 stipulation regarding class certification will be revoked and the Parties will return to the point in
7 litigation immediately prior to the execution of this Agreement, as if this Agreement had never been
8 entered into.

9 **2. Procedural History.**

10 On March 30, 2021, Plaintiff filed a Class Action Complaint in Riverside County alleging
11 (1) Violation of Labor Code § 226(a); and (2) Violation of Labor Code §§ 2698, et seq. (PAGA).
12 On May 20, 2021, Plaintiff filed a First Amended Complaint alleging (1) Violation of Labor Code
13 § 226(a); and (2) Violation of Labor Code §§ 2698, et seq. (PAGA).

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

23 The Class Representative is represented by Class Counsel. Class Counsel conducted an
24 investigation into the facts relevant to the Lawsuit, including reviewing documents and information
25 provided by Defendant. Based on their own independent investigation and evaluation, Class
26 Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and
27 in the best interest of the Settlement Class in light of all known facts and circumstances, including
28 the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial,

1 and numerous potential appellate issues. Although Defendant denies any liability, Defendant is
2 agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties
3 and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes
4 and claims arising from or relating to the Action on the terms set forth herein.

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

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

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

23 Defendant has concluded that any further defense of this litigation would be protracted and
24 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have
25 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the
26 claims asserted by Plaintiff and Settlement Class Members. Defendant has also taken into account
27 the risks of further litigation in reaching its decision to enter into this Settlement. Even though
28 Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in this

Lawsuit, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in this Lawsuit. Defendant contends that it has complied with all applicable state, federal, and local laws.

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

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

III. TERMS OF AGREEMENT

1. Release

a. As to the LWDA

As of the Effective Date, the LWDA, the State of California, and any person or entity acting on its or their behalf, release the Released Parties from the Released PAGA Claims for the respective Class Periods, as defined above. The LWDA, the State of California, and any person or entity acting on its or their behalf will be barred from suing or otherwise making a claim against any of the Released Parties that seeks recovery for any of the Released PAGA Claims. It is the intent of the Parties that the Final Approval Order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon the LWDA, the State of California, and any person or entity acting on its or their behalf regarding the Released PAGA Claims.

b. as to All Participating Class Members.

As of the Effective Date, the Participating Class Members, including Plaintiff, release the Released Parties from the Released Claims for the respective Class Periods, as defined above. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the

1 Final Approval Order and Final Judgment entered by the Court shall have full *res judicata* effect
2 and be final and binding upon Participating Class Members regarding the Released Claims.

3 **2. Tax Liability and Medicare.**

4 The Parties make no representations as to the tax treatment or legal effect of the payments
5 called for hereunder, and Settlement Class Members are not relying on any statement or
6 representation by the Parties in this regard. Participating Class Members understand and agree that
7 they will be responsible for the payment of taxes and penalties assessed on the payments described
8 herein and will hold the Parties free and harmless from and against any claims resulting from
9 treatment of such payments as non-taxable damages, including the treatment of such payment as
10 not subject to withholding or deduction for payroll and employment taxes. Moreover, this
11 Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The
12 Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42
13 U.S.C. section 1395y(b), especially since this is strictly a wage and hour case. The Parties resolved
14 this matter in compliance with both state and federal law. The Parties made every effort to
15 adequately protect Medicare's interest and incorporate such into the settlement terms. Plaintiff
16 warrants that he is not a Medicare beneficiary as of the date of this Agreement. Because Plaintiff is
17 not a Medicare recipient as of the date of this Agreement, no conditional payments have been made
18 by Medicare.

19 **3. Circular 230 Disclaimer.**

20 Each Party to this Agreement (for purposes of this section, the "acknowledging party" and
21 each Party to this Agreement other than the acknowledging party, an "other party") acknowledges
22 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
23 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor
24 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
25 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
26 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
27 independent legal and tax counsel for advice (including tax advice) in connection with this
28 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other

1 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
2 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
3 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
4 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
6 acknowledging party of the tax treatment or tax structure of any transaction, including any
7 transaction contemplated by this Agreement.

8 **4. Preliminary Approval of Settlement.**

9 Solely for the purposes of this Settlement, the Parties stipulate and agree that in order for
10 this Settlement to occur, the Court must certify a class comprised of the Settlement Class Members.
11 Settlement Class Members can exclude themselves from the class as explained in Paragraph III.7.f.
12 below. Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying the
13 Settlement Class for settlement purposes only and setting a date for a final approval hearing.
14 Defendant agrees not to oppose Plaintiff's motion for a preliminary approval of this Settlement
15 unless the motion is inconsistent with the terms set forth in this Settlement Agreement. Plaintiff's
16 counsel will provide the motion for preliminary approval and supporting papers to Defendant's
17 counsel for review at least 3 court days prior to the filing deadline. Plaintiff will also submit this
18 Agreement to the LWDA at the same time that it is submitted to the court. All Parties agree to
19 work diligently and cooperatively to have this Settlement presented to the Court for preliminary
20 approval. The proposed preliminary approval order shall provide for the Notice of Class Action
21 Settlement to be sent to Settlement Class Members as specified herein.

22 **5. Conditional Nature of Stipulation for Certification.**

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

1 reserves its right to oppose claim or class certification in the Action or any other action should this
2 Settlement not become effective.

3 **6. Settlement Administration.**

4 a. Class Information to Settlement Administrator.

5 Within fourteen (14) calendar days of the Court granting preliminary approval of this
6 Agreement, Defendant shall provide the Settlement Administrator with the Class Information for
7 purposes of mailing the Notice of Class Action Settlement to the Settlement Class Members. No
8 later than three (3) business days after receipt of the Class Information, the Settlement
9 Administrator shall notify counsel for the Parties that the list has been received and state: (1) the
10 number of Class Members and the number of wage statements containing shift differential and/or
11 shift premium pay received by Class Members during the Class Period.

12 Because employees' sensitive personal information is included in the Class Information,
13 the Settlement Administrator shall maintain the Class Information securely and in confidence.
14 Access to such Class Information shall be limited to employees of the Settlement Administrator
15 with a need to use the Class Information for administration of the Settlement. The Settlement
16 Administrator shall not be permitted to share any information included in the Class Information
17 with Plaintiff or Class Counsel absent express approval by Defendant or Defense Counsel.

18 b. Notice by First Class U.S. Mail.

19 Within five (5) business days of receipt of the Class Information from Defendant, the
20 Settlement Administrator will mail copies of the Notice of Class Action Settlement to all Settlement
21 Class Members via regular First-Class U.S. Mail.

22 c. Undeliverable Notices.

23 Any Notice of Class Action Settlement returned to the Settlement Administrator as
24 undeliverable before the Response Deadline, the Settlement Administrator shall: (1) conduct a skip
25 trace to locate a correct address based on the National Change of Address Database to update and
26 correct any known or identifiable address changes; and (2) if an updated or correct address is
27 obtained using this method, re-mail the returned Notice of Class Action Settlement within five (5)
28 calendar days of receiving notice that a notice was undeliverable. Settlement Class Members who

1 receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended
2 fifteen (15) calendar days from the original Response Deadline.

3 d. Disputes Regarding Individual Settlement Payments.

4 Settlement Class Members will have the opportunity to provide documentation and/or an
5 explanation to the Settlement Administrator to show contrary information by the Response
6 Deadline should they disagree with Defendant's records regarding the following information stated
7 on their Notice of Class Action Settlement: for Class Members, the number of wage statements
8 received during the Class Period in which they received shift differential and/or shift premium
9 wages. If there is a dispute, the Settlement Administrator will consult with the Parties to determine
10 whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility
11 for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement.
12 The disputes regarding Individual Settlement Payments will be resolved initially by the Settlement
13 Administrator, subject to final resolution by the Court if the Court decides to rule on the dispute
14 prior to or concurrently with its Final Approval Order. If the Court does not issue a ruling on the
15 dispute, the Settlement Administrator's determination of the eligibility for and amount of any
16 Individual Settlement Payment will be binding upon the Settlement Class Members and the Parties.
17 In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records
18 will be given a rebuttable presumption of accuracy.

19 e. Disputes Regarding Administration of Settlement.

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

24 f. Exclusions.

25 The Notice of Class Action Settlement shall state that Settlement Class Members who wish
26 to exclude themselves from the Settlement must submit a Request for Exclusion by the Response
27 Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number
28 of the Settlement Class Member requesting exclusion; (2) contain a statement expressing that the

1 Settlement Class Member elects to be excluded from the Settlement; (3) be signed by the Settlement
2 Class Member; and (4) be postmarked or fax stamped by the Response Deadline and returned to
3 the Settlement Administrator at the specified address or fax number. The date of the postmark on
4 the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means
5 used to determine whether a Request for Exclusion has been timely submitted. Except as stated
6 herein, any Settlement Class Member who requests to be excluded from the Settlement Class will
7 not be entitled to any recovery under the Settlement and will not be bound by the terms of the
8 Settlement or have any right to object, appeal, or comment thereon. However, she/he will still be
9 bound by the release of claims under Labor Code sections 2698, *et seq.* and will still receive his/her
10 share of the PAGA Payment. Settlement Class Members who fail to submit a valid and timely
11 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
12 Settlement and any Final Judgment entered in this Action.

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

16 g. Objections.

17 The Notice of Class Action Settlement shall state that Settlement Class Members who wish
18 to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing.
19 Any written objection ("Notice of Objection") must be mailed or faxed to the Settlement
20 Administrator by the Response Deadline. The date of mailing on the envelope or the fax stamp
21 shall be deemed the exclusive means for determining that a Notice of Objection was timely
22 received. The Notice of Objection must be signed by the Settlement Class Member and state: (1)
23 the full name of the Settlement Class Member; (2) the basis for the objection; and (3) if the
24 Settlement Class Member intends to appear at the final approval hearing. Class Counsel will ensure
25 that any Notice of Objection received by the Settlement Administrator by the Response Deadline
26 is filed with the Court along with the Motion for Final Approval. Either of the Parties may file a
27 response to any objection before the Final Approval Hearing. However, any Settlement Class
28 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 Gross Settlement Amount.

Within thirty (30) calendar days of the Effective Date, Defendant shall deposit into an escrow account set up by the Settlement Administrator the Gross Settlement Amount as finally approved by the Court.

7. No Solicitation of Settlement Objections or Exclusions.

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

8. Net Settlement Fund.

The Net Settlement Fund will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Service Award, the portion of the PAGA Payment payable to the LWDA, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Fund is \$118,961.67. This amount may change due to any change in the amount of the Class Counsel Award, Class Representative Service Award, and Settlement Administrator Costs as ordered by the Court and in accordance with the terms of this Settlement Agreement. The Parties estimate the amount of the Net Settlement Fund as follows:

Gross Settlement Amount:	\$	241,442.50
Class Rep. Service Award:	\$	7,500.00
Class Counsel Fees:	\$	80,480.83

Class Counsel Costs:	\$	7,500.00
75% of PAGA Payment to the LWDA	\$	15,000.00
Settlement Administrator Costs	\$	12,000.00
Net Settlement Fund	\$	118,961.67

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

a. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within ten (10) calendar days of Defendant's funding of the Gross Settlement Amount into the escrow account set up by the Settlement Administrator. All Individual Settlement Payments will be treated as penalties. The amounts paid as penalties and interest shall not be subject to withholding of employment taxes and shall be reported by IRS 1099 forms.

b. Class Members' Payment Ratio.

All Class Members will receive a share of the 25% portion of the PAGA Payment payable to aggrieved employees (equal to \$5,000), as follows: This amount will be apportioned among Class Members on a pro rata, per pay period basis, based on the total number of pay periods for all Class Members with payment for shift differential and/or shift premium wages between November 1, 2020 through and including June 11, 2021.

In addition, Participating Class Members will receive a share of the remainder of the Net Settlement Fund, as follows: The Net Settlement Amount, less the the 25% portion of the PAGA Payment payable to aggrieved employees (equal to \$5,000), will be apportioned among Participating Class Members on a pro rata, per pay period basis, based on the total number of pay periods for all Participating Class Members with payment for shift differential and/or shift premium wages between November 1, 2020 through and including June 11, 2021.

9. Unclaimed Settlement Payment(s).

1 Checks sent to Settlement Class Members shall remain valid for 180 days, at which point
2 the checks will be voided. After the 180-day period, any remaining funds from voided uncashed
3 checks shall be redistributed to those Class Members who cashed their checks. The amount of
4 these checks will again be based on the formula outline in section III.3.8(b). In no event shall
5 Defendant pay any amounts that exceed the Gross Settlement Fund pursuant to this Paragraph.

6 **10. Notice Satisfies Due Process.**

7 Compliance with the notice procedures specified in this Settlement Agreement shall
8 constitute due and sufficient notice to Class Members of this Settlement and shall satisfy the
9 requirements of due process. Nothing else shall be required of, or done by, the Parties, Class
10 Counsel, or Defense Counsel to provide notice of the proposed Settlement. In the event the
11 procedures in this Settlement Agreement are followed and the intended recipient of a Notice of
12 Class Action Settlement still does not receive the Notice of Class Action Settlement, the intended
13 recipient shall remain a Participating Class Member and will be bound by all terms of the Settlement
14 and any Final Approval Order and Final Judgment entered by the Court upon the Effective Date.

15 **11. Class Representative Service Award.**

16 Defendant agrees not to oppose or object to Plaintiff's application to the Court for a Class
17 Representative Service Award of up to Seven Thousand Five Hundred Dollars and No Cents
18 (\$7,500.00). The Class Representative Service Award shall be paid to Plaintiff only from the Gross
19 Settlement Amount no later than ten (10) calendar days of Defendant's funding of the Gross
20 Settlement Amount. The Class Representative Service Award shall be in addition to the Plaintiff's
21 Individual Settlement Payment as a Settlement Class Member. Any amount requested by Plaintiff
22 for the Class Representative Service Award and not granted by the Court shall return to the Net
23 Settlement Fund and be distributed to Participating Class Members as provided in this Agreement.
24 Plaintiff shall not have the right to revoke his agreement to the Settlement on the grounds the Court
25 does not approve or reduces the requested Class Representative Service Award.

26 **12. Class Counsel Award.**

27 Defendant agrees not to oppose or object to any application or motion by Class Counsel for
28 attorneys' fees in the amount of up to one-third of the Gross Settlement Amount, or \$80,480.83.

1 Defendant further agrees not to oppose any application or motion by Class Counsel for the
2 reimbursement of any litigation costs or expenses associated with Class Counsel's prosecution of
3 this matter from the Gross Settlement Amount not to exceed \$7,500.00. Class Counsel shall be paid
4 any Court-approved fees and costs no later than ten (10) calendar days of Defendant's funding of
5 the Gross Settlement Amount. Any amount requested by Class Counsel for the Class Counsel
6 Award and not granted by the Court shall return to the Net Settlement Fund and be distributed to
7 Participating Class Members as provided in this Agreement. This Settlement is not contingent upon
8 the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Neither
9 Plaintiff nor Class Counsel shall have the right to revoke their agreement to the Settlement on the
10 grounds the Court does not approve or reduces the requested attorneys' fees and costs. The
11 Settlement Administrator shall issue an IRS Form 1099 to each Class Counsel for the payments
12 made pursuant to this Paragraph.

13 Neither Class Counsel nor any other current or past counsel for Plaintiff shall be permitted
14 to petition the Court for, or to accept, any additional payments for attorneys' fees, costs, interest,
15 or any other amount from Defendant except as specified above. Defendant's payment of the Class
16 Counsel Award shall constitute full satisfaction of the obligation to pay any amounts to any person,
17 attorney, or law firm, including but not limited to Settlement Class Members, or attorneys' fees,
18 expenses, or costs in the Action incurred by any other attorney or law firm for attorneys' fees,
19 expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff or
20 Settlement Class Members. The Parties further agree that the Class Counsel Award shall be for all
21 attorneys' fees, expenses, and costs, present and future, incurred in the Action by all attorneys
22 working on behalf of the Plaintiff and Settlement Class Members.

23 **13. Settlement Administrator Costs.**

24 The Parties agree to allocate up to \$12,000.00 of the Gross Settlement Amount for
25 Settlement Administrator Costs. This amount will be the maximum amount Defendant shall pay
26 for administration of the Settlement. The Settlement Administrator shall have the authority and
27 obligation to make payments, credits and disbursements to Settlement Class Members in the
28 manner set forth herein, calculated in accordance with the methodology set out in this Agreement

1 and orders of the Court. The Parties agree to cooperate in the Settlement administration process and
2 to make all reasonable efforts to control and minimize the cost and expenses incurred in
3 administration of the Settlement. The Settlement Administrator shall be paid the Settlement
4 Administrator Costs no later than five (5) days of Defendant's funding of the Gross Settlement
5 Amount.

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

7 The Settlement Administrator shall be responsible for the following: preparing, printing,
8 and mailing the Notice of Class Action Settlement and tax forms to the Settlement Class Members
9 as directed by the Court; receiving and reporting requests for exclusion and objections; processing
10 payments from the Gross Settlement Amount; providing weekly status reports to Defense Counsel
11 and Class Counsel; mailing Individual Settlement Payments to Participating Class Members, Class
12 Representative Service Award to Plaintiff, Class Counsel Award to Class Counsel and seventy-five
13 percent (75%) of the PAGA Payment to the LWDA; printing and providing Participating Class
14 Members, Plaintiff, and Class Counsel with IRS Forms 1099 as required under this Settlement
15 Agreement and applicable law; providing a due diligence declaration for submission to the Court
16 upon the completion of the administration of the Settlement; and for such other tasks as the Parties
17 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement
18 Administrator shall keep the Parties timely apprised of the performance of all Settlement
19 Administrator responsibilities. Any expenses incurred in connection with such preparation shall be
20 a Settlement Administrator Cost. The Parties each represent that they do not have any financial
21 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
22 Administrator that could create a conflict of interest.

23 **14. Final Approval Hearing and Entry of Final Judgment.**

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

28 **15. Final Approval Order.**

1 Plaintiff will request, and Defendant will concur in said request, that the Court enter, after
2 the Final Approval Hearing, a Final Approval Order. Plaintiff will request that the Final Approval
3 Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best
4 interests of the Class; and require the Parties to carry out the provisions of this Agreement.
5 Plaintiff's counsel will provide the motion for final approval and supporting papers to Defendant's
6 counsel for review at least 3 court days prior to the filing deadline. Within 10 days after entry of
7 the Final Approval Order, Defendant's counsel will submit a copy of the court's judgment to the
8 LWDA.

9 **16. Nullification of Settlement Agreement.**

10 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court
11 denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as
12 provided herein; or (iv) the Settlement, according to the terms set forth herein, does not become
13 final for any other reason, this Settlement Agreement shall be null and void and any order or
14 judgement entered by the Court in furtherance of this Settlement shall be treated as void from the
15 beginning. If one or more of such events occur causing the Settlement Agreement to become null
16 and void, the Parties shall proceed in all respects as if this Agreement had not been executed, except
17 that any fees already incurred by the Settlement Administrator shall be paid by the party terminating
18 the Settlement pursuant to this Agreement.

19 To the extent that more than five percent (5%) of the Settlement Class Members submit
20 valid Requests for Exclusion, Defendant has the option to nullify this settlement within ten (10)
21 business days of when the Settlement Administrator provides the final report of opt outs via a
22 written notice to Class Counsel and Defense Counsel. Such rescission shall have the same effect as
23 a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the
24 Settlement Agreement shall become null and void and have no further force or effect, and the
25 Settlement Class certified pursuant to this Settlement Agreement will be decertified for all
26 purposes. Should Defendant choose to exercise this provision, it will be responsible for any
27 settlement administration costs incurred up to that point.

28 **17. Increase in Class Members.**

Defendant has also represented that the Class received 5,083 wage statements with payment for shift differential and/or shift premium wages from November 1, 2020 up to and including June 11, 2021. Upon receipt of the Class Data, the Settlement Administrator shall confirm to Class Counsel that the Class Data is consistent with these representations. Should the actual number of wage statements at issue be more than 10 percent higher than 5,083 (i.e., 5,592 or more), the gross settlement amount will increase by the percentage increase over 10 percent. In other words, a 12 percent increase in wage statements will result in a 2 percent increase in the gross settlement amount.

18. No Effect on Employee Benefits.

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

19. No Publicity.

Plaintiff and Class Counsel agree not to issue or cause to be issued any press release or communication to any third party and will not otherwise communicate to any media or media representative, including but not limited to, the electronic, print, or digital media or any social networking site, information regarding the Action, the claims asserted therein, the Settlement, or amount of money paid to resolve the Action. Plaintiff and Class Counsel further agree that if contacted regarding this Action, they will state only that the Action exists and has been resolved. If contacted by the press or other forms of media, including but not limited to, any blogs or other social media websites, Plaintiff and Class Counsel shall not disparage Defendant. Plaintiff and Class Counsel will, nevertheless, undertake any and all submissions to the LWDA that are required by the PAGA statute in connection with obtaining approval of the PAGA Settlement. This provision is not intended to and does not limit Class Counsel to respond to questions from and provide advice to Class Members regarding the Settlement.

20. No Admission by Defendant.

Defendant denies any and all claims alleged in this Lawsuit and denies all wrongdoing

1 whatsoever. This Agreement is not a concession or admission, and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault, concession, or
3 omission by Defendant.

4 **21. Exhibits and Headings.**

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

10 **22. Interim Stay of Proceedings.**

11 Upon full execution of this Agreement, the Parties agree that based upon Code of Civil
12 Procedure § 583.310 (“the 5 year rule”), the Lawsuit shall be stayed in its entirety except for the
13 proceedings necessary to implement and complete the Settlement.

14 **23. Amendment or Modification.**

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

17 **24. Entire Agreement.**

18 This Agreement and any attached Exhibits constitute the entire Agreement among these
19 Parties, and no oral or written representations, warranties, or inducements have been made to any
20 Party concerning this Agreement or its Exhibits other than the representations, warranties, and
21 covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering
22 in to this Agreement based solely on the representations and warranties herein and not based on
23 any promises, representation, and/or warranties not found herein.

24 **25. Authorization to Enter into Settlement Agreement.**

25 Class Counsel warrants and represents they are expressly authorized by Plaintiff to negotiate
26 this Agreement and to take all appropriate actions required or permitted to be taken by Plaintiff
27 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
28 effectuate the terms of this Agreement. The Parties will cooperate with each other and use their

1 best efforts to effect the implementation of the Settlement. In the event the Parties are unable to
2 reach agreement on the form or content of any document needed to implement the Settlement, or
3 on any supplemental provisions that may become necessary to effectuate the terms of this
4 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. Plaintiff
5 represents and warrants that he is authorized to sign this Agreement and that he has not assigned
6 any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have
7 cooperated in the drafting and preparation of this Settlement. Hence, in any construction made of
8 this Settlement, the same shall not be construed against any of the Parties. The normal rule of
9 construction that ambiguities shall be resolved against the drafter shall not applied in the
10 interpretation of this Agreement.

11 **26. Binding on Successors and Assigns.**

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

14 **27. California Law Governs.**

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

17 **28. Counterparts.**

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

21 **29. Jurisdiction of the Court.**

22 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
23 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
24 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
25 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,
26 and enforcing the settlement embodied in this Agreement and all orders and judgments entered in
27 connection therewith. All terms of this Agreement are subject to approval by the Court. In the
28 event that one or more of the Parties institutes any legal action or other proceeding against any

1 other Party or Parties to enforce the provisions of this Agreement, or to declare rights and/or
2 obligations under this Agreement, the prevailing Party or Parties shall be entitled to recover from
3 the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness
4 fees incurred in connection with any enforcement actions.

5 **30. Invalidity of Any Provision.**

6 Before declaring any provision of this Agreement invalid, the Court shall first attempt to
7 construe the provisions valid to the fullest extent possible consistent with applicable precedents so
8 as to define all provisions of this Agreement valid and enforceable. In the event the Court declares
9 any material provision of this Settlement invalid, the Settlement will be void and its terms will be
10 of no force and effect, except as otherwise agreed to by the Parties in writing.

11 **31. Execution by Class Members.**

12 It is agreed that it is impossible or impractical to have each Class Member execute this
13 Settlement Agreement. The Notice of Class Action Settlement will therefore advise all Class
14 Members of the binding nature of the Settlement and its Released Claims, which releases shall have
15 the same force and effect as if each Class Member executed this Settlement Agreement individually
16 (excepting only those Class Members from the Individual Settlement Payment who return a timely
17 and valid Request for Exclusion).

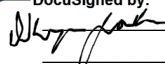
18 **32. Execution by Plaintiff.**

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

22 WHEREFORE, Plaintiff, on behalf of himself and the Class Members, and Defendant have
23 executed this Agreement as of the dates set forth below.

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DATED: April ¹¹__, 2022

DocuSigned by:

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PLAINTIFF IKEYEE JACKSON

DATED: April __, 2022

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

Please Print Name and Title of Authorized
Signatory

DATED: April 12, 2022



LARRY W. LEE
KRISTEN M. AGNEW
NICHOLAS ROSENTHAL
DIVERSITY LAW GROUP, P.C.

WILLIAM L. MARDER
POLARIS LAW GROUP

Attorneys for Plaintiff
IKEYEE JACKSON

1 DATED: April __, 2022

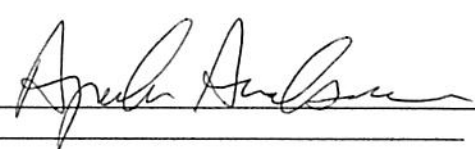
2
3 CHRISTOPHER W. DECKER
4 OGLETREE, DEAKINS, NASH, SMOAK &
5 STEWART, P.C.

6 Attorneys for Defendant
7 SAMUEL, SON & CO. (USA) INC.
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2 DATED: April __, 2022

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4 PLAINTIFF IKEYEE JACKSON

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8 DATED: April 14, 2022

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10 
11 DEFENDANT SAMUEL, SON & CO. (USA)
12 INC. *Angela Anderson ; Director of HR*
13 Please Print Name and Title of Authorized
14 Signatory

15 DATED: April __, 2022

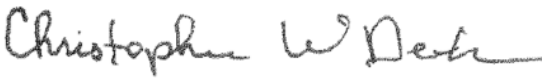
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20 WILLIAM L. MARDER
21 POLARIS LAW GROUP

22 Attorneys for Plaintiff
23 IKEYEE JACKSON
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DATED: April 14, 2022



CHRISTOPHER W. DECKER
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Attorneys for Defendant
SAMUEL, SON & CO. (USA) INC.

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: _____, 2022)	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 ¹ and will lose any rights to sue Defendant separately for the PAGA claims ² 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: _____, 2022)	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 The PAGA portion of the settlement is \$5,000, which equates to \$_____ per wage statement.

² 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 _____, 2022. 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.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), 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.

Be sure to include your name, contact information, and your signature. You must mail your exclusion letter postmarked no later than _____, 2022, to the Settlement Administrator at *****.

If you submit a timely and valid “opt-out” request, 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.³

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 _____, 2022.

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.

³ 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.

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 in writing. All objections 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 _____, 2022, 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.

Alternatively, you may appear at the final approval hearing for the settlement and present your objection to the Court orally, even without written objection. If you plan to appear you must send a notice to appear in advance of your appearance to Clerk of the Court, Superior Court of California, County of Riverside, 4050 Main Street, Riverside, CA 92501.

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 Sunshine Sykes on _____, 2022, at ____ a.m., in Department 6 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 February 24, 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 4050 Main Street Riverside, CA 92501	DIVERSITY LAW GROUP Larry W. Lee Kristen M. Agnew 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

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. Sunshine Sykes
Department: 6

REQUEST FOR EXCLUSION FORM

THIS FORM MUST BE POSTMARKED 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 , **2022**. 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 _____, 2022 to:

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

c/o PHOENIX SETTLEMENT ADMINISTRATORS

[ADDRESS and phone number]

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. Sunshine Sykes
Department: 6

OBJECTION FORM

THIS FORM MUST BE POSTMARKED 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.

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 _____, 2022. 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 _____, 2022 to:

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

c/o PHOENIX SETTLEMENT ADMINISTRATORS

[ADDRESS and phone number]

[illegible]