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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SHASTA

JAMES M. CONLEY, an individual, on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

SISKIYOU FOREST PRODUCTS, a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No: 195819

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

Hearing Date: May 23, 2022
Hearing Time: 8:30am

Judge: Hon. Stephen H. Baker
Dept.: 3

This matter having come before the Honorable Judge Stephen H. Baker of the Superior Court of the State of California, in and for the County of Shasta, at 8:30 a.m. on May 23, 2022 with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of Zakay Law Group, APLC, as counsel for plaintiff JAMES M. CONLEY (“Plaintiff”), and counsel appearing for defendant SISKIYOU FOREST PRODUCTS, (“Defendant”). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Stipulation of Settlement of Class Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”) a true and correct copy of which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that Defendants shall pay is Two Hundred and Thirty Thousand Dollars (\$230,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to the entire Settlement Class when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Settlement Class are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Agreement specifies for an award of Attorneys' Fee and Costs in the amount of up-to one-third of the Total Settlement Amount for attorneys' fees, currently estimated at \$76,667.00 **and** an award of litigation expenses incurred not to exceed \$15,000.00, and proposed Class Representative Service Award to the Class Representative, James Conley, in an amount not to exceed Ten Thousand Dollars (\$10,000). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Settlement Class:

“all of defendant SISKIYOU FOREST PRODUCTS (“Defendant”) current and former non-exempt employees employed in California September 14, 2016 and November 5, 2021 (“Class Period”).”

7. The Court concludes that, for settlement purposes only, the Settlement Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the Settlement Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement Class; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as

1 the representative of the Settlement Class Members.

2 8. The Court provisionally appoints plaintiff James Conley as the representative of the
3 Settlement Class.

4 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
5 APC, and Shani Zakay, Esq., of the Zakay Law Group, APLC, as Class Counsel for the Settlement
6 Class.

7 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
8 Class and Representative Action Settlement (“Class Notice”) attached to the Agreement as **Exhibit**
9 **“A”**. The Court finds that both notices appear to inform the Settlement Class of all material elements
10 of the proposed Settlement fully and accurately, including right of any Settlement Class member to be
11 excluded from the Settlement Class by submitting a written request for exclusion, and of each
12 Settlement Class member’s right and opportunity to object to the Settlement. The Court further finds
13 that the distribution of the notices substantially in the manner and form set forth in the Agreement and
14 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,
15 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
16 of the notices by first class mail, pursuant to the terms set forth in the Agreement.

17 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within ten
18 (10) calendar days of this order, Defendants shall provide, to the Settlement Administrator the Class
19 Data, including information regarding Settlement Class Members that Defendants will in good faith
20 compile from their records, including each Settlement Class Member’s full name; last known address;
21 Social Security Number; dates of employment, and number of Work Shifts accrued by each Settlement
22 Class member during the Class Period. Within fourteen (14) calendar days after receiving the Class
23 Data from Defendants, the Settlement Administrator shall mail the Class Notice to all identified,
24 potential members of the Settlement Class via first class U.S. Mail using the most current mailing
25 address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the

1 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
2 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
3 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date
4 the Class Notice is mailed to the Settlement Class Members or, in the case of a re-mailed Notice, not
5 more than fifteen (15) calendar days after the original Response Deadline. Any such person who
6 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
7 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
8 object, appeal or comment thereon. Settlement Class members who have not requested exclusion shall
9 be bound by all determinations of the Court, the Agreement and Judgment. A request for exclusion may
10 only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass
11 of individuals is not permitted and will be deemed invalid.

12 13. Any Settlement Class member who has not opted out may appear at the final approval
13 hearing and may object or express the Member's views regarding the Settlement and may present
14 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and
15 determined by the Court as provided in the Notice. Settlement Class Members will have forty-five (45)
16 days from the date the Settlement Administrator mails the Class Notice to postmark their written
17 objections to the Settlement Administrator.

18 14. A final approval hearing shall be held before this Court on _____ at
19 _____ in Department 3 of the Shasta County Superior Court to determine all necessary matters
20 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
21 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
22 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
23 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
24 to the Settlement Class; and to finally approve the Class Counsel Award, Class Representative Service
25 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
26 and the motion for Attorneys' Fee and Costs and Class Representative Service Award shall be filed
27 with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendants in any way, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

17. Pending final determination of whether the Settlement should be approved, Class Representative and all members of the Settlement Class are barred and enjoined from filing, commencing, prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution of any lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Class Representative's Released Claims or the Settlement Class's Released Claims, unless and until they submit a timely request for exclusion pursuant to the Agreement.

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1 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
2 and all dates provided for in the Agreement without further notice to Settlement Class and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

4
5 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

1 JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)

2 **JCL LAW FIRM, APC**

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13 ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

14 **ADDISON LAW (SBN 178846)**

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17 Eureka, CA 95501

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20 ATTORNEYS FOR DEFENDANT

21 **SUPERIOR COURT OF CALIFORNIA**

22 **COUNTY OF SHASTA**

23 JAMES M. CONLEY, an individual, on
24 behalf of himself and on behalf of all persons
25 similarly situated,

26 **PLAINTIFF,**

27 vs.

28 SISKIYOU FOREST PRODUCTS, a
California corporation; and DOES 1-50,
Inclusive;

DEFENDANTS.

Case No.: 195819

[Action Filed 09/14/2020]

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

Judge: Honorable Stephen H. Baker
Dept.: 3

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff JAMES M. CONLEY (hereinafter "Plaintiff"), an individual, on behalf of the
3 Settlement Class, and in his representative capacity on behalf of the State of California and the
4 Aggrieved Employees, and Defendant SISKIYOU FOREST PRODUCTS (hereinafter
5 "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit designated *Conley v. Siskiyou*
8 *Forest Products*, Shasta County Superior Court, Case No. 195819, filed September
9 14, 2020 (hereinafter the "Action").
- 10
- 11 B. "Aggrieved Employees" shall mean for the purposes of this Agreement only all
12 employees who are or previously were employed by Siskiyou Forest Products in
13 California and who were classified as non-exempt employees during the PAGA
14 Period.
- 15
- 16 C. "Agreement" or "Settlement Agreement" means this Stipulation of Class Action
17 Settlement and Release of Claims.
- 18
- 19 D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and
20 Shani Zakay of Zakay Law Group, APLC.
- 21
- 22 E. "Attorneys' fees" means the award of fees and expenses that the Court authorizes to
23 be paid to Class Counsel for the services they have rendered to Plaintiff and the
24 Settlement Class in the Action, consisting of attorneys' fees currently not to exceed
25 one-third of the Gross Settlement Amount currently estimated to be \$76,667.00 out
26 of \$230,000.00 plus costs of up to \$15,000.00. Attorneys' fees will be divided
27
28

1 equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law
2 Group, APLC).

3
4 F. “Class Data” means information regarding Class Members that Defendant will in
5 good faith compile from its records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
7 Member’s full name; last known address; Social Security Number; start dates and end
8 dates of employment.

9
10 G. “Class Members” or the “Class” means all employees who are or previously were
11 employed by Defendant and who were classified as non-exempt employees during
12 the Class Period.

13
14 H. “Class Period” means the period from September 14, 2016 to November 5, 2021.

15
16 I. “Service Award” means the amount that the Court authorizes to be paid to the Class
17 Representative, in addition to his Individual Settlement Payment and his pro-rata
18 share of the PAGA Settlement, in recognition of his efforts and risks in assisting with
19 the prosecution of the Action and in exchange for his execution of a General Release
20 of Claims including a Civil Code 1542 waiver.

21
22 J. “Class Representative” shall mean plaintiff JAMES M. CONLEY.

23
24 K. “Court” means the Superior Court for the State of California, County of Shasta
25 currently presiding over the Action.

26
27 L. “Defendant” shall mean SISKIYOU FOREST PRODUCTS, a California corporation.

- 1 M. "Effective Date" means the earliest date, following entry by the Court of an order
2 and judgment finally approving this Settlement, upon which one of the following have
3 occurred: (i) if no objection is filed to the settlement and no objector appears at the
4 hearing on final approval, the date of the Court's entry of the order granting final
5 approval, or (ii) if an objection is filed to the settlement and/or an objector appears at
6 the hearing on final approval, then the earlier of the following: (a) the expiration of
7 all potential appeal periods without a filing of a notice of appeal of the final approval
8 order or judgment, (b) final affirmance of the final approval order and judgment by
9 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
10 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
11 the final approval order and judgment is no longer subject to further judicial review.
12
- 13
- 14 N. "Funding Date" shall mean sixty five (65) calendar days after the Effective Date and
15 is the date Defendant transfers the Gross Settlement Amount into the QSF in accord
16 with the terms of this Agreement.
17
- 18 O. "Individual Settlement Payment" means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member and excludes any amounts distributed to
20 Aggrieved Employees pursuant to PAGA.
21
- 22 P. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
23 Attorneys' Fees, Class Representative Service Award, PAGA Payment, and Claims
24 Administration Expenses.
25
- 26 Q. "Notice Packet" means the Class Notice to be provided to the Class Members by the
27 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
28

than formatting changes to facilitate printing by the Settlement Administrator).

R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

S. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

T. "PAGA Period" means the period of September 14, 2019 to November 5, 2021 (the "PAGA Period").

U. "PAGA Payment" or "PAGA Settlement" shall mean Ten Thousand Dollars (\$10,000) to be allocated from the Gross Settlement Amount.

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

W. "Payment Ratio" means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

X. "Plaintiff" shall mean JAMES M. CONLEY.

Y. "QSF" means the Qualified Settlement Fund established, designated and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

Z. "Released Class Claims" means all class claims alleged, or wage-and-hour class claims which could have been alleged, at any time or in any manner, in or during the

1 Action based on the facts alleged in the Action, which occurred during the Class
2 Period, and expressly excluding all other claims, including claims for vested benefits,
3 wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, and class claims outside of the Class Period.
5

6 AA. "Released PAGA Claims" means (i) all PAGA claims alleged in the Action and/or
7 Plaintiff's PAGA notice to the LWDA; and (ii) all PAGA claims that could have been
8 alleged at any time or in any manner, in or during the Action based on Plaintiff's
9 PAGA notice to the LWDA, which occurred during the PAGA Period, and expressly
10 excluding all other claims, including claims for vested benefits, wrongful termination,
11 unemployment insurance, disability, social security, workers' compensation, and
12 PAGA claims outside of the PAGA Period.
13

14
15 BB. "Released Parties" shall mean Defendant and any and all of its respective owners,
16 officers, directors, partners, shareholders, employees, agents, affiliates, subsidiaries,
17 successors, assigns and/or legal representatives.
18

19 CC. "Response Deadline" means the date forty-five (45) days after the postmarked date
20 when the Settlement Administrator mails Notice Packets to Class Members and the
21 last date on which Class Members may submit requests for exclusion or objections to
22 the Settlement.
23

24 DD. "Settlement" means the disposition of the Action pursuant to this Agreement.

25 EE. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
26 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
27 Administrator establishes, designates and maintains a QSF, under Internal Revenue
28

Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

FF. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

GG. "Gross Settlement Amount" means Two Hundred Thirty Thousand Dollars (\$230,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Award, the Attorneys' Fees, PAGA Payment and the Claims Administration Expenses and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

HH. "Workweeks," for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California.

II. RECITALS

A. On July 9, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

1 B. On September 14, 2020, Plaintiff filed the class action lawsuit for:

- 2
- 3 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 4
- 5 2. Failure to pay minimum wages in violation of California Labor Code sections
- 6 1194, 1197 & 1197.1;
- 7
- 8 3. Failure to pay overtime wages in violation of California Labor Code sections
- 9 510 *et seq*
- 10
- 11 4. Failure to provide required meal periods in violation of California Labor Code
- 12 sections 226.7 and 512 and the applicable IWC wage order;
- 13
- 14 5. Failure to provide required rest periods in violation of California Labor Code
- 15 sections 226.7 and 512 and the applicable IWC wage order;
- 16
- 17 6. Failure to provide accurate itemized wage statements in violation of California
- 18 Labor Code section 226;
- 19
- 20 7. Failure to provide wages when due in violation of Cal. Lab. Code sections
- 21 201, 202 and 203; and
- 22
- 23 8. Violation of the Private Attorneys General Act [Labor Code section 2698, *et*
- 24 *seq.*].

25 C. The Class Representative believes he has claims based on alleged violations of the

26 California Labor Code, and the Industrial Wage Commission Orders, and that class

27 certification is appropriate because the prerequisites for class certification can be

28

1 satisfied in the Action, and this action is manageable as a PAGA representative
2 action.

3
4 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
5 alleged in the Action, disputes any wages, damages and penalties claimed by the
6 Class Representative are owed, and further contends that, for any purpose other than
7 settlement, the Action is not appropriate for class or representative action treatment.
8 Defendant further contends, among other things, that at all times it complied with
9 the California Labor Code and the Industrial Wage Commission Orders.

10
11 E. The Class Representative is represented by Class Counsel. Class Counsel conducted
12 an investigation into the facts relevant to the Action, including conducting an
13 independent investigation as to the allegations, reviewing documents and
14 information exchanged through informal discovery, and reviewing documents and
15 information provided by Defendant pursuant to informal requests for information to
16 prepare for mediation. Defendant produced for the purpose of settlement
17 negotiations certain employment data concerning the Settlement Class, which Class
18 Counsel reviewed and analyzed with the assistance of an expert. Furthermore, Class
19 Counsel propounded formal discovery, including sets of special interrogatories to
20 Defendant. Class Counsel engaged in a comprehensive review and analysis of
21 Defendant's discovery responses. Based on their own independent investigation
22 and evaluation, Class Counsel are of the opinion that the Settlement with Defendant
23 is fair, reasonable and adequate, and is in the best interest of the Settlement Class in
24 light of all known facts and circumstances, including the risks of significant delay,
25 defenses asserted by Defendant, uncertainties regarding class certification, and
26
27
28

1 numerous potential appellate issues. Although they deny any liability, Defendant is
2 agreeing to this Settlement solely to avoid the inconveniences and cost of further
3 litigation. The Parties and their counsel have agreed to settle the claims on the terms
4 set forth in this Agreement.
5

6 F. On November 5, 2021, the Parties participated in mediation presided over by Hon.
7 Brian C. Walsh (Ret.), a respected jurist and experienced wage and hour class action
8 mediator. The mediation concluded with a settlement, after both sides agreed to a
9 Mediator's proposal which was subsequently memorialized in the form of a
10 Memorandum of Understanding.
11

12 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
13 other agreements, understandings, or representations between the Parties. This
14 Agreement represents a compromise and settlement of highly disputed claims.
15 Nothing in this Agreement is intended or will be construed as an admission by (i)
16 Defendant (a) that the claims in the Action or any other claims made by Plaintiff or
17 any of the Class Members have merit; or (b) that Defendant bears any liability to
18 Plaintiff or any of the Class Members regarding any of their claims; or (ii) Plaintiff
19 that Defendant's defenses in the Action have merit.
20
21

22 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
23 Settlement was arrived at through arm's-length negotiations, taking into account all
24 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
25 attendant to continuing the Action through trial and any appeal. Accordingly, the
26 Parties desire to fully, finally, and forever settle, compromise and discharge all
27
28

1 disputes and claims arising from or relating in any way, directly or indirectly, to the
2 Action.

- 3
4 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
5 for any reason the settlement does not become effective, Defendant reserves the right
6 to contest certification of any class for any reason and reserves all available defenses
7 to the claims in the Action.
8

9 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

10
11 **III. TERMS OF AGREEMENT**

12 A. Settlement Consideration and Settlement Payments by Defendant.

- 13
14 1. Settlement Consideration. In full and complete settlement of the Action, and
15 in exchange for the releases set forth below, Defendant and the Released
16 Parties will pay the sum of the Individual Settlement Payment, the Class
17 Representative Service Award, the Attorneys' Fees, PAGA Payment, and the
18 Claims Administration Expenses, as specified in this Agreement, equal to the
19 Gross Settlement Amount of Two Hundred Thirty Thousand Dollars
20 (\$230,000.00). The Parties agree that this is a non-reversionary Settlement and
21 that no portion of the Gross Settlement Amount shall revert to Defendant.
22 Other than the Defendant's share of employer payroll taxes, or as otherwise
23 specified in the Agreement, Defendant shall not be required to pay more than
24 the Gross Settlement Amount, except as provided for hereinbelow.
25

- 26
27 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
28 Class was comprised of 144 individuals who collectively worked

1 approximately 13,000 workweeks ("Projected Workweeks") during the Class
2 Period. In regard hereto, Defendant will provide a declaration under penalty
3 of perjury confirming the number of applicable Class Members and Projected
4 Workweeks during the Class Period. If the workweek number increases by
5 more than 10% of the estimate stated herein, the Settlement Amount will
6 increase proportionally for the number of workweeks over 110% of 13,000
7 (14,300).
8

9
10 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
11 Settlement Amount to the Settlement Administrator on the Funding Date.

12 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
13 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
14 together with the Gross Settlement Amount.
15

16 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
17 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
18 release the Released Parties from the Released Class Claims for the Class Period.
19

20 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
21 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
22 California release the Released Parties from the PAGA Released Claims for the PAGA
23 Period. As a result of this release, the Aggrieved Employees shall be precluded from
24 bringing claims against Defendant for the PAGA Released Claims.
25

26 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
27 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
28 Released Parties from (i) any and all claims, whether known or unknown, which

1 exist or may exist on his behalf as of the dates he executes this Agreement, including
2 but not limited to any and all tort claims, contract claims, wage claims, wrongful
3 termination claims, disability claims, benefit claims, public policy claims, retaliation
4 claims, statutory claims, personal injury claims, emotional distress claims, invasion
5 of privacy claims, defamation claims, fraud claims, quantum meruit claims; (ii) any
6 and all claims arising under any federal, state or other governmental statute, law,
7 regulation or ordinance, including, but not limited to claims for violation of the Fair
8 Labor Standards Act, the California Labor Code, the Wage Orders of California's
9 Industrial Welfare Commission, other state wage and hour laws, the Americans with
10 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
11 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
12 California Fair Employment and Housing Act, the California Family Rights Act, the
13 Family Medical Leave Act, California's Whistleblower Protection Act, California
14 Business & Professions Code Section 17200 et seq.; and (iii) any and all claims
15 arising under any federal, state or other governmental statute, law, regulation or
16 ordinance. Plaintiff also waives and relinquishes any and all claims, rights or
17 benefits that he may have under California Civil Code § 1542, which provides as
18 follows:
19
20
21

22 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
23 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
24 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
25 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
26 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
27 ***DEBTOR OR RELEASED PARTY.***
28

1 Thus, notwithstanding the provisions of section 1542, and to implement a full and
2 complete release and discharge of the Released Parties, Plaintiff expressly
3 acknowledges this Settlement Agreement is intended to include in its effect, without
4 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
5 the time of signing this Settlement Agreement, and that this Settlement Agreement
6 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
7 has read this Settlement Agreement, including this waiver of California Civil Code
8 section 1542; and that Plaintiff has consulted with or had the opportunity to consult
9 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
10 about the waiver of section 1542; and that Plaintiff understands this Settlement
11 Agreement and the section 1542 waiver; and therefore Plaintiff freely and knowingly
12 enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff
13 later may discover facts different from or in addition to those Plaintiff now knows or
14 believes to be true regarding the matters released or described in this Settlement
15 Agreement, and even so Plaintiff agrees that the releases and agreements contained in
16 this Settlement Agreement shall remain effective in all respects notwithstanding any
17 later discovery of any different or additional facts. Plaintiff expressly assumes any and
18 all risk of any mistake in connection with the true facts involved in the matters,
19 disputes, or controversies released or described in this Settlement Agreement or with
20 regard to any facts now unknown to Plaintiff relating thereto.

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24
25 E. Conditions Precedent: This Settlement will become final and effective only upon the
26 occurrence of all the following events:

- 27 1. The Court enters an order granting preliminary approval of the Settlement;
28

- 1 2. The Court enters an order granting final approval of the Settlement and a Final
2 Judgment;
- 3
- 4 3. If an objector appears at the final approval hearing, the time for appeal of the
5 Final Judgment and Order Granting Final Approval of Class Action
6 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
7 any appeal from the Judgment and Order Granting Final Approval of Class
8 Action Settlement; and
- 9
- 10 4. Defendant fully funds the Gross Settlement Amount.
- 11

12 F. Nullification of Settlement Agreement. If this Settlement Agreement (i) is not
13 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
14 withdrawn or modified by the Court, (ii) in any way prevents or prohibits Defendant
15 from obtaining a complete resolution of the Released Claims, or (iii) if Defendant fails
16 to fully fund the Gross Settlement Amount then:

- 17
- 18 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
19 and shall not be admissible in any judicial, administrative or arbitral
20 proceeding for any purpose or with respect to any issue, substantive or
21 procedural;
- 22
- 23 2. The conditional class certification (obtained for any purpose) shall be void *ab*
24 *initio* and of no force or effect, and shall not be admissible in any judicial,
25 administrative or arbitral proceeding for any purpose or with respect to any
26 issue, substantive or procedural;
- 27
- 28

1 3. None of the Parties to this Settlement will be deemed to have waived any
2 claims, objections, defenses or arguments in the Action, including with respect
3 to the issue of class certification; and
4

5 4. Plaintiff and Defendant shall equally pay for all costs to issue or reissue any
6 curative notice to the Settlement Class Members and all Settlement
7 Administration Costs incurred to the date of nullification of the Settlement
8 Agreement.
9

10 5. However, an award by any court or judge of a lesser amount that sought by
11 Plaintiff and/or Class Counsel for Attorneys' Fees, Service Award, PAGA
12 Payment and/or Claims Administration Expenses shall not be considered a
13 modification of the Settlement Agreement so as to cause the nullification of
14 it.
15

16 G. Certification of the Settlement Class. The Parties stipulate to conditional class
17 certification of the Class for the Class Period for purposes of settlement only. In the
18 event that this Settlement is not approved by the Court, fails to become effective, or is
19 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
20 Defendant from obtaining a complete resolution of the Released Claims, the
21 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
22 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
23 proceeding for any purpose or with respect to any issue, substantive or procedural.
24

25
26 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
27 effect of the payments called for, and Class Members and/or Aggrieved Employees are
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1 not relying on any statement or representation by the Parties in this regard. Class
2 Members and/or Aggrieved Employees understand and agree that they will be
3 responsible for the payment of any taxes and penalties assessed on the Individual
4 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
5 Settlement described and will be solely responsible for any penalties or other
6 obligations resulting from their personal tax reporting of Individual Settlement
7 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.
8

- 9
- 10 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the "acknowledging party" and each Party to this Agreement other than the
12 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
13 of this Agreement, and no written communication or disclosure between or among the
14 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
15 such communication or disclosure constitute or be construed or be relied upon as, tax
16 advice within the meaning of United States Treasury Department circular 230 (31 CFR
17 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
18 her or its own, independent legal and tax counsel for advice (including tax advice) in
19 connection with this Agreement, (b) has not entered into this Agreement based upon
20 the recommendation of any other Party or any attorney or advisor to any other Party,
21 and (c) is not entitled to rely upon any communication or disclosure by any attorney
22 or adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
24 any limitation that protects the confidentiality of any such attorney's or adviser's tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
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the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid

1 and deficient), and number of objections received. Within two (2) business days of the
2 execution of this Agreement by all the Parties, Plaintiff shall provide to the Settlement
3 Administrator a copy of the "Stipulation and Protective Order – Confidential" filed in
4 the Action ("Protective Order") and collect the requisite signature(s) from the
5 Settlement Administrator regarding its promise to abide by the Protective Order.
6

7 L. Notice Procedure.
8

9 1. Class Data. No later than ten (10) business days after the Preliminary
10 Approval Date, Defendant shall provide the Settlement Administrator with the
11 Class Data for purposes of preparing and mailing Notice Packets to the Class
12 Members. The Class Data shall remain confidential and shall not be disclosed
13 to anyone, except as required by law, pursuant to Defendant's written consent
14 or as required by any Court with jurisdiction over the Action or this
15 Settlement.
16

17 2. Notice Packets.
18

19 a) The Notice Packet shall contain the Notice of Class Action Settlement
20 in a form substantially similar to the form attached as Exhibit A. The
21 Notice of Class Action Settlement shall inform Class Members and
22 Aggrieved Employees that they need not do anything in order to
23 receive an Individual Settlement Payment and/or Aggrieved
24 Employees' individual shares of the PAGA Settlement and to keep the
25 Settlement Administrator apprised of their current mailing address, to
26 which the Individual Settlement Payments and/or Aggrieved
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1 Employees' individual shares of the PAGA Settlement will be mailed
2 following the Funding Date. The Notice of Class Action Settlement
3 shall set forth the release to be given by all members of the Class who
4 do not request to be excluded from the Settlement Class and/or
5 Aggrieved Employees' in exchange for an Individual Settlement
6 Payment and/or Aggrieved Employees' individual shares of the PAGA
7 Settlement, the number of Workweeks worked by each Class Member
8 during the Class Period and PAGA Period, if any, and the estimated
9 amount of their Individual Settlement Payment if they do not request
10 to be excluded from the Settlement and each Aggrieved Employee's
11 share of the PAGA Settlement, if any. The Settlement Administrator
12 shall use the Class Data to determine Class Members' Workweeks and
13 PAGA Workweeks. The Notice will also advise the Aggrieved
14 Employees that they will release the Released PAGA Claims and will
15 receive their share of the PAGA Settlement regardless of whether they
16 request to be excluded from the Settlement.
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- 20 b) The Notice Packet's mailing envelope shall include the following
21 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
22 ENTITLED TO PARTICIPATE IN A CLASS ACTION
23 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
24 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
25 NOTICE."
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1 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
2 the Settlement Administrator will perform a search based on the National
3 Change of Address Database to update and correct any known or identifiable
4 address changes. No later than fourteen (14) calendar days after receiving the
5 Class Data from Defendant, the Settlement Administrator shall mail and email
6 copies of the Notice Packet to all Class Members via regular First-Class U.S.
7 Mail and electronic mail. The Settlement Administrator shall exercise its best
8 judgment to determine the current mailing address for each Class Member.
9 The address identified by the Settlement Administrator as the current mailing
10 address shall be presumed to be the best mailing address for each Class
11 Member.
12 Member.

13
14 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be
16 re-mailed to any forwarding address provided. If no forwarding address is
17 provided, the Settlement Administrator shall promptly attempt to determine a
18 correct address by lawful use of skip-tracing, or other search using the name,
19 address and/or Social Security number of the Class Member involved, and
20 shall then perform a re-mailing, if another mailing address is identified by the
21 Settlement Administrator. In addition, if any Notice Packets, which are
22 addressed to Class Members who are currently employed by Defendant, are
23 returned to the Settlement Administrator as non-delivered and no forwarding
24 address is provided, the Settlement Administrator shall notify Defendant.
25 Defendant will request that the currently employed Class Member provide a
26 corrected address and transmit to the Administrator any corrected address
27 corrected address and transmit to the Administrator any corrected address
28 corrected address

1 provided by the Class Member. Class Members who received a re-mailed
2 Notice Packet shall have their Response Deadline extended fifteen (15) days
3 from the original Response Deadline.
4

5 5. Disputes Regarding Individual Settlement Payments. Class Members will
6 have the opportunity, should they disagree with Defendant's records regarding
7 the start and end dates of employment to provide documentation and/or an
8 explanation to show contrary dates. If there is a dispute, the Settlement
9 Administrator will consult with the Parties to determine whether an
10 adjustment is warranted. The Settlement Administrator shall determine the
11 eligibility for, and the amounts of, any Individual Settlement Payments under
12 the terms of this Agreement. The Settlement Administrator's determination
13 of the eligibility for and amount of any Individual Settlement Payment shall
14 be binding upon the Class Member and the Parties.
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17 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
18 by the Settlement Administrator concerning the administration of the
19 Settlement will be resolved by the Court under the laws of the State of
20 California. Before any such involvement of the Court, counsel for the Parties
21 will confer in good faith to resolve the disputes without the necessity of
22 involving the Court.
23

24 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to exclude themselves from
26 the Settlement must submit a written request for exclusion by the Response
27 Deadline. The written request for exclusion must state that the Class Member
28

1 wishes to exclude himself or herself from the Settlement and (1) must contain
2 the name, address, and the last four digits of the Social Security number of the
3 person requesting exclusion; (2) must be signed by the Class Member; (3)
4 must be postmarked or fax stamped by the Response Deadline and returned to
5 the Settlement Administrator at the specified address or fax telephone number;
6 and (4) contain a typewritten or handwritten notice stating in substance: "I
7 wish to opt out of the settlement of the class action lawsuit entitled *Conley v.*
8 *Siskiyou Forest Products, Shasta County Superior Court, Case No. 195819.* I
9 understand that by requesting to be excluded from the settlement, I will
10 receive no money from the Settlement described in this Notice." The request
11 for exclusion will not be valid if it is not timely submitted, if it is not signed
12 by the Class Member, or if it does not contain the name and address and last
13 four digits of the Social Security number of the Class Member. The date of
14 the postmark on the mailing envelope or fax stamp on the request for exclusion
15 shall be the exclusive means used to determine whether the request for
16 exclusion was timely submitted. Any Class Member who requests to be
17 excluded from the Settlement Class will not be entitled to an Individual
18 Settlement Payment and will not be otherwise bound by the terms of the
19 Settlement or have any right to object, appeal or comment thereon. However,
20 any Class Member that submits a timely request for exclusion that is also an
21 Aggrieved Employee will still receive his/her pro rata share of the PAGA
22 Settlement, as specified below, and in consideration, will be bound by the
23 Release by the Aggrieved Employees as set forth herein. Settlement Class
24 Members who fail to submit a valid and timely written request for exclusion
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1 on or before the Response Deadline shall be bound by all terms of the
2 Settlement and any final judgment entered in this Action if the Settlement is
3 approved by the Court. No later than fourteen (14) calendar days after the
4 Response Deadline, the Settlement Administrator shall provide counsel for
5 the Parties with a final list of the Class Members who have timely submitted
6 written requests for exclusion. At no time shall any of the Parties or their
7 counsel seek to solicit or otherwise encourage members of the Class to submit
8 requests for exclusion from the Settlement.
9

- 10
11 8. Objections. The Notice of Class Action Settlement contained in the Notice
12 Packet shall state that Class Members who wish to object to the Settlement
13 may submit to the Settlement Administrator a written statement of objection
14 (“Notice of Objection”) by the Response Deadline. The postmark date of
15 mailing shall be deemed the exclusive means for determining that a Notice of
16 Objection was served timely. The Notice of Objection must be signed by the
17 Settlement Class Member and state: (1) the case name and number; (2) the
18 name of the Settlement Class Member; (3) the address of the Settlement Class
19 Member; (4) the last four digits of the Settlement Class Member’s Social
20 Security number; (4) the basis for the objection; and (5) if the Settlement Class
21 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
22 Class Members who fail to make objections in writing in the manner specified
23 above may still make their objections orally at the Final Approval/Settlement
24 Fairness Hearing with the Court’s permission. Settlement Class Members will
25 have a right to appear at the Final Approval/Settlement Fairness Hearing to
26 have their objections heard by the Court. At no time shall any of the Parties
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1 or their counsel seek to solicit or otherwise encourage Class Members to file
2 or serve written objections to the Settlement or appeal from the Order and
3 Final Judgment. Class Members who submit a written request for exclusion
4 may not object to the Settlement. Class Members may not object to the PAGA
5 Settlement.
6

7 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
8 the Gross Settlement Amount on or before the Funding Date, plus any employer's
9 share of payroll taxes as mandated by law within the time specified herein.
10

11 1. Calculation of Individual Settlement Payments. Individual Settlement
12 Payments shall be paid from the Net Settlement Amount and shall be paid
13 pursuant to the formula set forth herein. Using the Class Data, the Settlement
14 Administrator shall add up the total number of Workweeks for all Class
15 Members. The respective Workweeks for each Class Member will be divided
16 by the total Workweeks for all Class Members, resulting in the Payment Ratio
17 for each Class Member. Each Class Member's Payment Ratio will then be
18 multiplied by the Net Settlement Amount to calculate each Class Member's
19 estimated Individual Settlement Payments. Each Individual Settlement
20 Payment will be reduced by any legally mandated employee tax withholdings
21 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
22 Members who submit valid and timely requests for exclusion will be
23 redistributed to Settlement Class Members who do not submit valid and timely
24 requests for exclusion on a pro rata basis based on their respective Payment
25 Ratios.
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- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of pay
3 periods for all Aggrieved Employees during the PAGA Period. The respective
4 pay periods for each Aggrieved Employee will be divided by the total pay
5 periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio"
6 for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment
7 Ratio will then be multiplied by the Aggrieved Employee Payment to calculate
8 each Aggrieved Employee's estimated share of the PAGA Settlement.
9
- 10 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
11 Settlement Payments shall be allocated as follows: 1/3 wages ("Wage
12 Portion"); 1/3 as penalties and 1/3 as interest ("Non-Wage Portion").
13
- 14 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
15 Employee Settlement Payments shall be allocated and treated as 100%
16 penalties and shall be reported on IRS Form 1099.
17
- 18 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
19 individual shares of the PAGA Settlement made to Settlement Class Members
20 and/or Aggrieved Employees under this Settlement Agreement, as well as any
21 other payments made pursuant to this Settlement Agreement, will not be
22 utilized to calculate any additional benefits under any benefit plans to which
23 any Class Members may be eligible, including, but not limited to profit-
24 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
25 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
26 Parties' intention that this Settlement Agreement will not affect any rights,
27
28

1 contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3
4 6. All monies received by Settlement Class Members under the Settlement which
5 are attributable to wages shall constitute income to such Settlement Class
6 Members solely in the year in which such monies actually are received by the
7 Settlement Class Members. It is the intent of the Parties that Individual
8 Settlement Payments and individual shares of the PAGA Settlement provided
9 for in this Settlement agreement are the sole payments to be made by Defendant
10 to Settlement Class Members and/or Aggrieved Employees in connection with
11 this Settlement Agreement, with the exception of Plaintiff, and that the
12 Settlement Class Members and/or Aggrieved Employees are not entitled to any
13 new or additional compensation or benefits as a result of having received the
14 Individual Settlement Payments and/or their shares of the PAGA Settlement.
15

16
17 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
18 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
19 and/or Aggrieved Employees last known mailing address no later than fifteen
20 (15) calendar days after the Funding Date.
21

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
23 Employees shall remain valid and negotiable for one hundred and eighty (180)
24 days from the date of their issuance. If a Settlement Class Member and/or
25 Aggrieved Employee does not cash his or her settlement check within 90 days,
26 the Settlement Administrator will send a letter to such persons, advising that
27 the check will expire after the 180th day, and invite that Settlement Class
28

1 Member and/or Aggrieved Employee to request reissuance in the event the
2 check was destroyed, lost or misplaced. In the event an Individual Settlement
3 Payment and/or Aggrieved Employee's individual share of the PAGA
4 Settlement check has not been cashed within one hundred and eighty (180)
5 days, all funds represented by such uncashed checks, plus any interest accrued
6 thereon, shall be distributed consistent with California Code of Civil
7 Procedure Section 384 as follows: to The Shriner's Hospital for Children –
8 Norther California. Class Counsel, Defendant's counsel, Plaintiff and
9 Defendant do not have any interest, pecuniary or otherwise, in Shriner's
10 Hospital.
11
12

- 13 9. Service Award. In addition to the Individual Settlement Payment and his
14 individual share of the PAGA Settlement to be paid to Plaintiff, Plaintiff will
15 apply to the Court for an award of not more than \$10,000, as the Service
16 Award. Defendant does intend to oppose a Service Award of any amount
17 more than \$2,500 for Plaintiff. The Settlement Administrator shall pay the
18 Service Award, either in the amount stated herein if approved by the Court or
19 some other amount as approved by the Court, to Plaintiff from the Gross
20 Settlement Amount no later than ten (10) calendar days after the Funding
21 Date. Any portion of the requested Service Award that is not awarded to the
22 Class Representatives shall be part of the Net Settlement Amount and shall be
23 distributed to Settlement Class Members as provided in this Agreement. The
24 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
25 for his Service Award. Plaintiff shall be solely and legally responsible to pay
26 any and all applicable taxes on his Service Award and shall hold harmless the
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Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. The Service Award shall be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

10. Attorneys' Fees. Defendant understands a motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Settlement Amount currently estimated to be \$76,667.00 plus costs and expenses supported by declaration not to exceed Fifteen Thousand Dollars (\$15,000.00), from the Gross Settlement Amount will be filed. Any portion of the requested Attorneys' Fees that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than five (5) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Ten Thousand Dollars (\$10,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$7,500) to the California Labor and Workforce Development Agency no later than twenty-five (25) calendar days after the Funding Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Settlement (\$2,500) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$7,900. The Settlement Administrator shall be paid the Settlement Administration Costs no later than twenty-five (25) calendar days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees, the PAGA Payment, and the Claims Administration Expenses.

1. Declaration by Settlement Administrator. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
4
- 5 Q. Amendment or Modification. This Agreement may be amended or modified only by
6 a written instrument signed by counsel for all Parties or their successors-in-interest.
7
- 8 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
9 Agreement among these Parties, and no oral or written representations, warranties or
10 inducements have been made to any Party concerning this Agreement or its Exhibit
11 other than the representations, warranties and covenants contained and memorialized
12 in this Agreement and its Exhibit.
13
- 14 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
15 represent they are expressly authorized by the Parties whom they represent to negotiate
16 this Agreement and to take all appropriate Action required or permitted to be taken by
17 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
18 documents required to effectuate the terms of this Agreement. The persons signing
19 this Agreement on behalf of Defendant represents and warrants that he/she is
20 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
21 warrants that he is authorized to sign this Agreement and that he has not assigned any
22 claim, or part of a claim, covered by this Settlement to a third-party.
23
24
- 25 T. No Public Comment: The Parties and their counsel agree that they will not issue any
26 press releases, initiate any contact with the press, respond to any press inquiry, or have
27 any communication with the press about the fact, amount or terms of the Settlement
28

1 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
2 of its terms for any marketing or promotional purposes. Nothing herein will restrict
3 Class Counsel from including publicly available information regarding this settlement
4 in future judicial submissions regarding Class Counsel's qualifications and experience.
5 Further, Class Counsel will not include, reference or use the Settlement Agreement for
6 any marketing or promotional purposes, either before or after the Motion for
7 Preliminary Approval is filed.
8

9
10 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
11 to the benefit of, the successors or assigns of the Parties, as previously defined.

12 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
13 shall be governed by and interpreted according to the laws of the State of California.
14

15 W. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same
17 instrument provided that counsel for the Parties to this Agreement shall exchange
18 among themselves copies or originals of the signed counterparts.
19

20 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
21 is a fair, adequate and reasonable settlement of this Action and have arrived at this
22 Settlement after extensive arms-length negotiations, taking into account all relevant
23 factors, present and potential.
24

25 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
26 respect to the interpretation, implementation and enforcement of the terms of this
27 Agreement and all orders and judgments entered in connection therewith, and the
28

1 Parties and their counsel submit to the jurisdiction of the Court for purposes of
2 interpreting, implementing and enforcing the settlement and all orders and judgments
3 entered in connection with this Agreement.
4

5 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
6 the Court shall first attempt to construe the provisions valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this
8 Agreement valid and enforceable.
9

10 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
11 intend to pursue any claims against the Released Parties, including, but not limited to,
12 any and all claims relating to or arising from Plaintiff's employment with Defendant,
13 regardless of whether Class Counsel is currently aware of any facts or legal theories
14 upon which any claims or causes of action could be brought against Released Parties,
15 including those facts or legal theories alleged in the operative complaint in this Action.
16 The Parties further acknowledge, understand and agree that this representation is
17 essential to the Agreement and that this Agreement would not have been entered into
18 were it not for this representation.
19

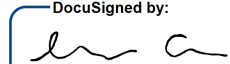
20
21 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this settlement only.
23

24 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
25 Released Claims have merit and give rise to liability on the part of Defendant.
26 Defendant claim that the Released Claims have no merit and do not give rise to
27 liability. This Agreement is a compromise of disputed claims. Nothing contained in
28

1 this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant,
3 Defendant's legal counsel or Plaintiff or Class Counsel as to the merits or lack thereof
4 of the claims asserted. Other than as may be specifically set forth herein, each Party
5 shall be responsible for and shall bear its/his own attorney's fees and costs.
6

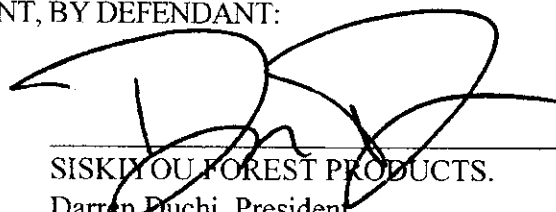
7
8 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

9
10 DATED: 1/24/2022

DocuSigned by:

JAMES M. CONLEY 90806F5068024F7...

11
12
13 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

14
15 DATED: 1/24/22


SISKIYOU FOREST PRODUCTS.
Darren Duchi, President

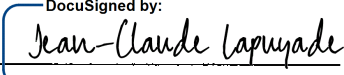
16
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21 IT IS SO AGREED AS TO FORM BY COUNSEL:

22 DATED: 1/24/2022

JCL LAW FIRM, A.P.C.

23
24 By:

DocuSigned by:


0EBC25D5B9CD469...

25 Attorneys for Plaintiff and the Settlement Class
26 Members
27
28

1
2 DATED: 1/24/2022

ZAKAY LAW GROUP, APLC

3 By:

DocuSigned by:

Shani O. Zakay

4ECDE73A91D4420...

4 Attorneys for Plaintiff and the Settlement Class
5 Members

6
7 DATED: 1/24/22

8 ADDISON LAW

9 By:

Shelley C. Addison

10 Attorneys for Defendant
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EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING DATE

(Conley, et al., v. Siskiyou Forest Products, County of Shasta Superior Court Case No. 195819)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<__>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Shasta (the "Court") has been reached between Plaintiff James M. Conley ("Plaintiff") and Defendant Siskiyou Forest Products, a California Corporation, (hereinafter "Defendant"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All employees who are or previously were employed by Defendant and who were classified as non-exempt employees in the Class Period.

The "Class Period" is the period of time running from September 14, 2016 to November 5, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 14, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Shasta. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Violations of the Private Attorney General Act (Cal. Lab. Code § 2698 *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid all members of the class all wages and overtime that was due; that Defendant provided all members of the class with all legally required meal breaks and rest breaks; that Defendants paid all members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to all members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On November 5, 2021, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.) a respected jurist and an experienced mediator of wage and hour class actions. The mediation concluding with a settlement, after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Two Hundred Thirty Thousand Dollars (\$230,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$_____, for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$76,667.00) and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00 for all expenses incurred as documented in Class

Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Class Representative Service Payment. Class Representative Service Payment of possibly up to Ten Thousand Hundred Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$10,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all employees who are or previously were employed by Siskiyou Products in California and were classified as non-exempt employees during the PAGA Period. The PAGA Period means the period of September 14, 2019 to November 5, 2021.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 1/3 of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 2/3 of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or tax liability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. "Released Class Claims" means all class claims alleged in the Action, and all wage-and-hour claims that could have been alleged, at any time or in any manner, in or during the Action based on the facts alleged in the Action, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and they will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means (i) all PAGA claims alleged in the Action and/or Plaintiff's PAGA notice to the LWDA; and (ii) all PAGA claims that could have been alleged, at any time or in any manner, in or during the Action based on Plaintiff's PAGA notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (September 14, 2016 to November 5, 2021).

Based on this information, your estimated Settlement Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the post-marked date of this Notice or any re-mailed or amended Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The telephone number for the Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Conley, et al., v. Siskiyou Forest Products, Case No. 195819*." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which *Conley, et al., v. Siskiyou Forest Products, Case No. 195819*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendant:

Shelley C. Addison
Addison Law
611 I Street, Suite A
Eureka, CA 95501
Tel.: (707) 845-0084
E-Mail: shelleyaddison7@gmail.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Shasta County Superior Court, located at 1500 Court Street, Redding, CA 96001, before Judge Stephen H. Baker. At this

hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Conley, et al., v. Siskiyou Forest Products, Case No. 195819*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks plus all interest accrued thereon to The Shriner's Hospital for Children – Northern California. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.