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SUPERIOR COURT OF THE STATE OF CALIFORNIA

15

FOR THE COUNTY OF ALAMEDA

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18 GENE BICKLEY, as an individual and on
behalf of others similarly situated,

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Plaintiff,

20

vs.

21

ARNOLD & SON, INC.; and DOES 1 through
22 10,

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Defendant.

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Case No. 21CV002096

CLASS ACTION

Dept.: 21

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

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12 **AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND**
13 **RELEASE**

14 This Amended Joint Stipulation of Class Action Settlement and Release (“Settlement” or
15 “Settlement Agreement”) is made and entered into by and between Plaintiff Gene Bickley
16 (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly
17 situated and aggrieved, and Defendant Arnold J. Thomas & Son (“Defendant”) (collectively with
18 Plaintiff, the “Parties”).

19 **DEFINITIONS**

20 The following definitions are applicable to this Settlement Agreement. Definitions
21 contained elsewhere in this Settlement Agreement will also be effective:

22 1. “Action” means the civil lawsuit Plaintiff filed against Defendant, styled *Gene*
23 *Bickley, individually and on behalf of all others similarly situated, Plaintiff, vs. Arnold & Son, Inc.*
24 *and Does 1 through 10, inclusive, Defendants*, on or about November 8, 2021, in the Superior
25 Court of California, in and for the County of Alameda, case number 21CV002096. Further,
26 “Action” likewise includes the First Amended Complaint Plaintiff filed in this matter on or about
27 June 20, 2022.

28 2. “Appeal” means a timely appeal by a Class Member to the Order and Judgment
approving the Settlement, or an appeal by one of the Parties to an order that materially alters the
Settlement.

3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and

1 approved by the Court for Class Counsel's litigation and resolution of the Action, and all actual
2 costs incurred and to be incurred by Class Counsel in the Action, such as costs associated with
3 documenting the Settlement, providing any notices required as part of the Settlement or Court
4 order, securing the Court's approval of the Settlement, administering the Settlement, obtaining
5 entry of an Order and Judgment approving the Settlement, and expenses for any expert, and other
6 similar costs. Class Counsel will request not more than one-third (33.33%) of the Class
7 Settlement Amount, or \$125,000.00 (One Hundred and Twenty-Five Thousand Dollars) in
8 attorneys' fees. Defendant has agreed not to oppose Class Counsel's request for attorneys' fees as
9 set forth above, as well as Class Counsel's request for reasonable costs.

10 4. "Class Counsel" means Peter M. Hart of the Law Offices of Peter M. Hart.

11 5. "Class List" means a complete list of all Class Members that Defendant will
12 diligently and in good faith compile from their records and provide to the Settlement
13 Administrator and to Class Counsel within fourteen (14) calendar days after entry of an Order
14 granting Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft
15 Office Excel or other computer-readable format and will include each Class Member's full name;
16 most recent mailing address and telephone number; Social Security number; dates of employment;
17 the verified number of Workweeks worked during the Class Period while in Defendant Arnold J.
18 Thomas & Son, Inc.'s employ; and any other relevant information needed to calculate settlement
19 payments.

20 6. "Class Member(s)" or "Settlement Class" means any and all persons who have
21 been employed by Arnold J. Thomas & Son, Inc., or its related entities, as non-exempt truck
22 drivers in California at any time from November 8, 2017 to the earlier of 60 days after September
23 20, 2022 or the date of preliminary approval. The Parties estimate that as of September 20, 2022
24 there were approximately 144 Class Members, and that Class Members had worked an estimated
25 total of approximately 8,687 Workweeks. If the actual number of Class Members exceeds 10%
26 (Ten Percent) of 144 or the actual total workweeks exceeds 10% (Ten Percent) of 8,687, the Class
27 Settlement Amount shall increase proportionally by the increase in the class size or workweeks,
28 whichever is greater.

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2 7. "Class Notice" means the Notice of Class Action Settlement substantially in the
3 form attached hereto as Exhibit A, and approved by the Court.

4 8. "Class Period" means the period from November 8, 2017 to the earlier of 60 days
5 after September 20, 2022 or the date of Preliminary Approval.

6 9. "Class Representative" means Plaintiff Gene Bickley.

7 10. "Class Settlement Amount" means the exact amount of \$375,000.00 (Three
8 Hundred and Seventy-Five Thousand Dollars), to be paid by Defendant in full satisfaction of all
9 claims alleged in the Action or that could have been alleged in the Action, based on the operative
10 facts alleged therein, which includes all Individual Settlement Payments to Participating Class
11 Members, the Labor and Workforce Development Agency Payment, Attorneys' Fees and Costs,
12 the Class Representative Enhancement Payment, and Settlement Administration Costs. Any
13 employer-side payroll taxes required by law, including the employer-side FICA, FUTA, and SDI
14 contributions, will be paid by Defendant separately and apart from the Class Settlement Amount.
15 There will be no reversion of any portion of the Class Settlement Amount to Defendants.

16 11. "Court" means the Hon. Evelio Grillo of the Alameda County Superior Court.

17 12. "Defendant" refers to Arnold J. Thomas & Son, Inc., erroneously sued as Arnold &
18 Son, Inc.

19 13. "Effective Date" shall be when Final Approval of the Settlement can no longer be
20 appealed by an objector, or in the absence of any objections (or if all objections are withdrawn
21 with Court approval by the time of the Final Approval Hearing), five (5) calendar days following
22 Notice of Entry of Judgment. If objections are heard by the Court and overruled, and no appeal is
23 taken of the Judgment by an objector, then the Effective Date shall be sixty-five (65) calendar
24 days after Notice of Entry of Judgment. If any appeal is taken from the Court's overruling of any
25 objections to the Settlement, then the Effective Date shall be ten (10) calendar days after all
26 appeals are withdrawn or after an appellate decision affirming the Final Approval and Judgment
27 becomes final.

28 14. "Final Approval" means the Court's Order granting final approval of the

1 Settlement.

2 15. "Individual Settlement Payment" means each Participating Class Member's
3 respective share of the Net Settlement Amount.

4 16. "Labor and Workforce Development Agency Payment" means the payment of
5 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Class Settlement Amount to the
6 California Labor and Workforce Development Agency for its 75% portion of the Twenty
7 Thousand Dollars and Zero Cents (\$20,000.00) in civil penalties paid under the California Labor
8 Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code §§ 2698, *et seq.*

9 17. "Net Settlement Amount" means the portion of the Class Settlement Amount
10 remaining after deducting Plaintiff's Attorneys' Fees and Costs, the Class Representative's
11 Enhancement Payment, the Labor and Workforce Development Agency Payment, Attorneys'
12 Fees, and Settlement Administration Costs. The entire Net Settlement Amount will be distributed
13 to Participating Class Members. There will be no reversion of any portion of the Net Settlement
14 Amount to Defendant.

15 19. "Notice of Entry of Judgment" means a Notice of Entry of Judgment pursuant to
16 section 664.5(c) of the California Code of Civil Procedure filed and served by Plaintiff.

17 20. "Notice of Objection and/or Notice of Intent to Appear" means a Class Member's
18 valid and timely written objection to the Settlement Agreement, a Class Member's valid and
19 timely written statement of intent to appear, either personally or through counsel, at the Final
20 Approval Hearing, or both. For a Notice of Objection to be valid, it must include: (i) the
21 objector's full name, signature, address, and telephone number; (ii) a written statement of all
22 grounds for the objection accompanied by any legal support for such objection; and (iii) copies of
23 papers, briefs, or other documents upon which the objection is based, if any. For a Notice of
24 Intent to Appear to be valid, it must include: (i) the objector's full name, signature, address, and
25 telephone number; and (ii) a brief written statement explaining why the objector wishes to appear
26 and be heard at the Final Approval Hearing. A Class Member may combine a Notice of Objection
27 and Notice of Intent to Appear in one submission. Absent good cause found by the Court, any
28 Class Member who does not submit a timely written Notice of Objection and/or Notice of Intent to

1 Appear to the Settlement Administrator, or who fails to otherwise comply with the specific
2 requirements of this paragraph, will be foreclosed from objecting to the Settlement and seeking
3 any adjudication or review of the Settlement, by appeal or otherwise.

4 21. "Parties" means Plaintiff and Defendant collectively.

5 22. "Participating Class Member" means any Class Member who does not submit a
6 timely and valid Request for Exclusion.

7 23. "Plaintiff" means Gene Bickley.

8 24. "Plaintiff's Counsel" means Peter M. Hart of the Law Offices of Peter M. Hart.

9 25. "Preliminary Approval" means the Court order granting preliminary approval of
10 the Settlement.

11 26. "Released Claims" means any and all claims, rights, demands, damages, liabilities
12 and causes of action, whether known or unknown, contingent or vested, state or federal, in law or
13 in equity, arising at any time during the Settlement Class Period alleged in the operative complaint
14 or related claims that could have been alleged based on the facts pleaded, and all associated
15 penalties, including but not limited to: (a) any alleged failure by any Defendant (1) to pay
16 minimum wages; (2) to reimburse business expenses; (3) to provide accurate wage statements to
17 employees; (4) to pay all wages due upon separation of employment; (b) any right or claim for
18 unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq.*,
19 based on the alleged failures set forth herein; and (c) any violation of the California Labor Code
20 arising from or related to the conduct alleged herein, including, without limitation, violation of
21 Labor Code Sections 201, 202, 203, 218, 218.5, 218.6, 226, 226.2, 226.3, 226.8, 1194, 1194.2,
22 1197, 1197.1, 2698 *et seq.*, or any other ordinance, rule, regulation, or statute, whether federal
23 state, or administrative, or similar causes of action that any Class Member has or might have,
24 known or unknown, of any kind whatsoever, that was alleged or could have been alleged based on
25 the factual allegations in the operative complaint.

26 27. "Released PAGA Claims" means any right or claim for civil penalties pursuant to
27 PAGA, or any penalties arising under the California Labor Code or Wage Orders, based on the
28 alleged failures set forth in the operative complaint and/or the operative PAGA notice letter filed

1 with the California Labor and Workforce Development Agency (“LWDA”).

2 28. “Released Parties” means Defendant and any and all of its affiliated companies and
3 its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, agents
4 (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board
5 members, trustees, auditors, accountants, attorneys, benefits administrators, third-party
6 administrators, consultants, contractors, representatives, partners, and any past, present or future
7 officers, directors, and employees) and any other person acting on their behalf or on whose behalf
8 they acted, as well as any predecessors, successors (Arnold & Son, Inc.), and assigns, as well as
9 any entity that could be deemed a “joint employer” of Plaintiff or members of the Settlement
10 Class.

11 29. “Request for Exclusion” means a timely letter submitted by a Class Member
12 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set
13 forth the name, address, telephone number and last four digits of the Social Security Number of
14 the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to
15 the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included
16 in the Settlement; and (v) be postmarked on or before the Response Deadline.

17 30. “Response Deadline” means the deadline by which Class Members must postmark
18 to the Settlement Administrator Requests for Exclusion, or postmark or file Notices of Objection
19 and/or Notices of Intent to Appear to the Court and counsel for the Parties. The Response
20 Deadline will be forty five (45) calendar days from the initial mailing of the Class Notice by the
21 Settlement Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in
22 which case the Response Deadline will be extended to the next day on which the U.S. Postal
23 Service and the Sonoma County Superior Court are open.

24 31. “Settlement Administration Costs” means the costs to the Settlement Administrator
25 for administering this Settlement, including, but not limited to, printing, distributing, and tracking
26 documents for this Settlement, creating and maintaining a web site and toll-free telephone number,
27 tax reporting, distributing the Class Settlement Amount, and providing necessary reports and
28 declarations, as requested by the Parties or the Court. The Settlement Administration Costs will

1 not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

2 32. "Settlement Administrator" means ILYM Settlement Administrators, or any other
3 third-party class action settlement administrator agreed to by the Parties and approved by the
4 Court for the purposes of administering this Settlement. The Parties each represent that they do
5 not have any financial interest in the Settlement Administrator or otherwise have a relationship
6 with the Settlement Administrator that could create a conflict of interest.

7 33. "Workweek" or "Workweeks" means any week in which a Class Member actively
8 worked at least one day of the week during the Class Period, according to Defendant's records.

9 **TERMS OF AGREEMENT**

10 The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as
11 follows:

12 34. Funding of the Class Settlement Amount. Defendant will make a deposit of the
13 Class Settlement Amount via wire transfer into a Qualified Settlement Account ("QSA") to be
14 established by the Settlement Administrator in the exact amount of \$375,0000. This amount shall
15 be paid in one payment within twenty-one (21) calendar days after the Effective Date.

16 35. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
17 application or motion by Class Counsel for Attorneys' Fees not to exceed one-third (33.33%) of
18 the Class Settlement Amount, or One Hundred and Twenty-Five Thousand Dollars (\$125,000.00),
19 and reasonable litigation costs and expenses. The Parties stipulate that, for purposes of settlement,
20 Plaintiff and the Class are the prevailing parties in the Action and are entitled to attorneys' fees
21 and costs under the applicable fee-shifting statutes, including, *inter alia*, California Code of Civil
22 Procedure section 1021.5, and Labor Code sections 218.5, 1194(a) and 2699(g). Any funds
23 allocated to Attorneys' Fees and Costs but not awarded by the Court will be included in the Net
24 Settlement Amount and distributed pro rata to the Participating Class Members.

25 36. Class Representative Enhancement Payment. In exchange for a general release
26 inclusive of a waiver of any and all rights and benefits conferred upon Plaintiff by the provisions
27
28

1 of Section 1542 of the California *Civil Code*,¹ and in recognition of his effort and work in
2 prosecuting the Action on behalf of the Class Members, Defendant agrees not to oppose or impede
3 any application or motion for a Class Representative Enhancement Payment not to exceed Ten
4 Thousand and Zero Cents (\$10,000.00) for Plaintiff. The Class Representative Enhancement
5 Payment amount made payable to Plaintiff will be reported to the Internal Revenue Service and all
6 applicable state or local taxing authorities by means of a Form 1099. The Class Representative
7 Enhancement Payment will be paid from the Class Settlement Amount and will be in addition to
8 Plaintiff's Individual Settlement Payment. Any funds allocated to the Class Representative
9 Enhancement Payment but not awarded by the Court will be included in the Net Settlement
10 Amount and distributed pro rata to the Participating Class Members. Plaintiff will be solely
11 responsible to pay any and all applicable taxes on the payments made pursuant to this paragraph.

12 37. Settlement Administration Costs. The Settlement Administrator will be paid for
13 the reasonable costs of administration of the Settlement and distribution of payments from the
14 Class Settlement Amount, which Settlement Administration Costs shall not exceed Ten Thousand
15 Dollars and Zero Cents (\$10,000.00). These costs, will include, *inter alia*, the required tax
16 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
17 distributing Class Notices, creating and maintaining a web site and toll-free telephone number,
18 calculating and distributing the Class Settlement Amount and Attorneys' Fees and Costs, and
19 providing necessary reports and declarations. These costs shall be paid from the Class Settlement
20 Amount. Any funds allocated to Settlement Administration Costs but not incurred by or otherwise
21 paid to the Settlement Administrator will be included in the Net Settlement Amount and
22 distributed pro rata to the Participating Class Members.

23 38. PAGA Allocation. The Parties agree to allocate Twenty Thousand Dollars and
24 _____

25 ¹ Section 1542 of the California *Civil Code* provides:

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

1 Zero Cents (\$20,000.00) from the Class Settlement Amount to the resolution of all claims related
2 to the Class Members arising under the California Private Attorneys General Act of 2004
3 (California Labor Code sections 2698, *et seq.*, “PAGA”). Pursuant to PAGA, Seventy-Five
4 Percent (75%) of the PAGA allocation, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00),
5 will be paid to the California Labor and Workforce Development Agency, and the remaining
6 Twenty Five Percent (25%) of the PAGA allocation, or Five Thousand Dollars and Zero Center
7 (\$5,000.00), will be allocated to the Net Settlement Amount.

8 39. Individual Settlement Payment Calculations. Individual Settlement Payments will be
9 calculated and apportioned from the Net Settlement Amount as follows: Prorated distribution based on the
10 number of Workweeks worked during the Class Period as a percentage of the payments to members of the
11 Settlement Class. Specific calculations of Individual Settlement Payments will be made as follows:

12 (a) Defendant or the Settlement Administrator will calculate the total number of Workweeks
13 worked by each Class Member during the Class Period.

14 (b) Based on those calculations the Settlement Administrator will calculate and determine each
15 Class Member’s estimated “Individual Settlement Payment” using the following formula: The Net
16 Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the
17 “Workweek Value.” Each Class Member’s “Individual Settlement Payment” will be calculated by
18 multiplying each individual Class Member’s total number of Workweeks by the Workweek Value.

19 40. The Settlement Administrator shall be responsible for reducing each Individual
20 Settlement Payment based on any required deductions for each Participating Class Member as
21 specifically set forth herein, including employee-side tax withholdings or deductions.

22 41. The entire Net Settlement Amount will be disbursed to all Class Members who do
23 not submit timely and valid Requests for Exclusion. If there are any timely and valid Requests for
24 Exclusion from members of the Class, the Settlement Administrator shall not include all
25 compensation paid to such individuals while employed by Defendant as a non-exempt employee
26 as set forth in paragraph 6 during the Class Period. Any such amounts shall not be part of the
27 calculation of the total compensation paid to Participating Class Members under paragraph 39
28 above, so that the amount actually distributed to the Participating Class Members equals 100% of

1 the Net Settlement Amount.

2 42. No Credit To Benefit Plans. The Individual Settlement Payments made to
3 Participating Class Members under this Settlement, as well as any other payments made pursuant
4 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
5 to which any Class Member may be eligible, including, but not limited to: profit-sharing plans,
6 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
7 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
8 affect any rights, contributions, or amounts to which any Class Member may be entitled under any
9 benefit plans.

10 43. Administration Process. The Parties agree to cooperate in the administration of the
11 settlement and to make all reasonable efforts to control and minimize the costs and expenses
12 incurred in administration of the Settlement.

13 44. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary
14 Approval, Defendant will provide the Class List to the Settlement Administrator and to Class
15 Counsel.

16 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
17 Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class
18 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
19 identified in the Class List.

20 46. Confirmation of Contact Information in the Class List. Prior to mailing, the
21 Settlement Administrator will perform a search based on the National Change of Address
22 Database for information to update and correct for any known or identifiable address changes.
23 Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the
24 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
25 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
26 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
27 promptly attempt to determine the correct address using a skip-trace, or other search using the
28 name, address and/or Social Security number of the Class Member involved, and will then

1 perform a single re-mailing.

2 47. Class Notices. All Class Members will be mailed a Class Notice via First Class
3 U.S. Mail. Each Class Notice will provide: (i) information regarding the nature of the Action; (ii)
4 a summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) each Class
5 Member's estimated Individual Settlement Payment and the formula for calculating Individual
6 Settlement Payments, including each Class Member's Workweeks worked during the Class
7 Period; (v) the dates that constitute the Class Period; (vi) instructions on how to submit a Request
8 for Exclusion, Notice of Objection, Notice of Intent to Appear, or dispute the Workweeks and/or
9 estimated Individual Settlement Payment; (vii) the deadlines by which the Class Member must
10 postmark Requests for Exclusion, and the deadlines by which the Class Members must file or
11 postmark Notices of Objection to the Settlement or Notices of Intent to Appear; and (ix) the
12 claims to be released. The Class Notice shall be in substantially the same form as Exhibit A
13 hereto, as approved by the Court.

14 48. The Settlement Administrator will also set up and maintain a web site and toll-free
15 telephone number for Class Members to contact the Settlement Administrator regarding the
16 Settlement. Both the URL for the web site and the toll-free telephone number will be identified in
17 the Class Notice. The web site will contain links allowing Class Members to access the operative
18 complaint, the Class Notice, the Settlement Agreement, the motion for preliminary approval and
19 all related papers and Court Orders, and the motion for final approval, attorneys' fees and costs,
20 and representative enhancement and all related papers and Court Orders.

21 49. Disputed Information on Class Notices. Class Members will have an opportunity
22 to dispute the information provided in their Class Notices. To the extent Class Members dispute
23 their total number of Workweeks Worked while working for Defendant as a non-exempt employee
24 as described in paragraph 6, Class Members may produce evidence to the Settlement
25 Administrator showing that such information in the Class Notice is inaccurate. The Settlement
26 Administrator will decide the dispute. Defendant's records will be presumed correct, but the
27 Settlement Administrator will evaluate the evidence submitted by the Class Member and will
28 make the final decision as to the merits of the dispute, which decision shall be final and

1 unappealable by any Party or Class Member. All disputes shall be resolved within ten (10)
2 business days of the Response Deadline.

3 50. Defective Submissions. If a Class Member's Request for Exclusion is defective as
4 to the requirements listed herein, that Class Member will be given an opportunity to cure the
5 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
6 business days of receiving the defective submission to advise the Class Member that his or her
7 submission is defective and that the defect must be cured to render the Request for Exclusion
8 valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15)
9 calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If the
10 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

11 51. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
12 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
13 Administrator within the Response Deadline. The postmark date will be the exclusive means to
14 determine whether a Request for Exclusion has been timely submitted.

15 52. Option to Rescind the Settlement Agreement: Defendant may elect, at its sole
16 discretion, to rescind the Settlement if more than ten percent (10%) of Settlement Class Members
17 submit timely and valid Requests for Exclusion. If Defendant exercises its conditional right to
18 rescind, it must do so by written communication to Class Counsel that is received by Class
19 Counsel within thirty (30) calendar days of the Response Deadline. In the event that Defendant
20 exercises its conditional right to rescind, Defendant will be responsible for all Settlement
21 Administration Costs incurred to the date of rescission.

22 53. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
23 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
24 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the
25 Released Claims, as well as any Judgment that may be entered by the Court if it grants final
26 approval to the Settlement. A list of Settlement Class Members (except those who opt-out) shall
27 be appended to the Court's order of entry of final approval and judgment.

28 54. Objection Procedures. To object to the Settlement Agreement, a Class Member

1 must timely submit to the Settlement Administrator a Notice of Objection and/or Notice of Intent
2 to Appear at the Final Approval Hearing. The Notice of Objection and/or Notice of Intent to
3 Appear must be signed by the Class Member and contain all information required by this
4 Settlement Agreement, as specified in the Class Notice. The Notice of Objection and/or Notice of
5 Intent to Appear shall be mailed to the Settlement Administrator as explained in the Class Notice.
6 Within three (3) calendar days of receipt, the Settlement Administrator will provide copies of any
7 Notices of Objection and/or Notices of Intent to Appear to Class Counsel and counsel for the
8 Defendant. The postmark date or filing date will be deemed the exclusive means for determining
9 whether a Notice of Objection and/or Notice of Intent to Appear is timely. Class Members who
10 fail to object in the manner specified above will be deemed to have waived all objections to the
11 Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to
12 the Settlement Agreement. Class Members who postmark timely Notices of Intent to Appear may,
13 but are not required to, appear at the Final Approval Hearing, personally or through their own
14 counsel, in order to have their objections heard by the Court. Only those Class Members who do
15 not submit a Request for Exclusion may object to the Settlement. At no time will any of the
16 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written or
17 oral objections to the Settlement Agreement or appeal from the Order and Judgment. Class
18 Counsel will not represent any Class Members with respect to any such objections to this
19 Settlement. Class Counsel shall timely file with the Court copies of any and all Notices of
20 Objection and/or Notices of Intent to Appear prior to the Final Approval Hearing.

21 55. Certification Reports. The Settlement Administrator will provide Defendant's
22 counsel and Class Counsel a weekly report that certifies the number of Class Members who have
23 submitted valid Requests for Exclusion, and whether any Class Member has submitted a challenge
24 to any information contained in their Class Notice. Additionally, the Settlement Administrator
25 will provide to counsel for both Parties any updated reports regarding the administration of the
26 Settlement Agreement as needed or requested.

27 56. Distribution of Settlement Payments. There will be a single distribution as set forth
28 in paragraph 34. The distribution of the Settlement Payments will be made within fourteen (14)

1 calendar days from the date Defendant funds the QSA. At distribution, the Settlement
2 Administrator will issue the Court-approved payments to: (i) Participating Class Members; (ii) the
3 Labor and Workforce Development Agency; (iii) Plaintiff; (iv) Class Counsel; and (v) the
4 Settlement Administrator.

5 57. Uncashed Settlement Checks and Designated Cy Pres. Participating Settlement Class
6 Members will have 180 days to cash their Individual Settlement Payment checks. For any checks not
7 cashed after 180 calendar days, the checks will be void, and the Settlement Administrator will pay the
8 amount represented by the uncashed checks to the Alliance for Children's Rights, as the *cy pres* beneficiary
9 pursuant to California Code of Civil Procedure section 384(b). The Parties do not have any ownership,
10 associational, or other interest in the Alliance for Children's Rights, and provision of uncashed funds to
11 Alliance for Children's Rights would not net in a reversion to Defendant of said potential sums.

12 58. Certification of Completion. Upon completion of administration of the Settlement,
13 the Settlement Administrator will provide a written declaration under oath to certify such
14 completion to the Court and counsel for all Parties.

15 59. Treatment of Individual Settlement Payments. All Individual Settlement Payments
16 will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will
17 be allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will
18 be allocated to penalties and interest for which IRS Forms 1099-MISC will be issued.

19 60. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
21 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
22 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
23 all payroll taxes and penalties to the appropriate government authorities.

24 61. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
25 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
26 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
27 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
28 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR

1 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
2 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
3 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
4 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
5 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
6 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
7 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
8 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
10 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
11 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
12 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
13 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
14 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
15 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
16 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
17 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
18 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
19 AGREEMENT.

20 62. No Prior Assignments. The Parties and their counsel represent, covenant, and
21 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
22 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
23 action, cause of action or right herein released and discharged.

24 63. Nullification of Settlement Agreement. In the event that: (i) the Court does not
25 grant final approval of the Settlement as provided herein; or (ii) the Settlement does not become
26 final for any other reason, then this Settlement Agreement, and any documents generated to bring
27 it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of
28 this Settlement Agreement will likewise be treated as void from the beginning.

1 64. Preliminary Approval Hearing. Class Counsel will be responsible for drafting all
2 documents necessary to obtain preliminary approval. Class Counsel will also obtain a hearing
3 before the Court to request the Preliminary Approval of the Settlement, and the entry of a
4 Preliminary Approval Order. The Preliminary Approval Order will provide for the Class Notice to
5 be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval
6 hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this
7 Settlement, and will include the proposed Class Notice, which is attached hereto as Exhibit A.

8 65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadline to postmark Requests for Exclusion, Notices of Objection, and Notices of Intent to
10 Appear, and with the Court's permission, a Final Approval Hearing will be conducted to
11 determine the Final Approval of the Settlement, along with the amounts properly payable for: (i)
12 Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment;
13 (iii) the Class Representative's Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) all
14 Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty
15 (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all
16 documents necessary to obtain final approval, including obtaining approval for the Representative
17 Enhancement Payment and Attorneys' Fees and Costs, and the Settlement Administration Costs,
18 to be heard at the Final Approval Hearing.

19 66. Release by the Settlement Class. Upon the Effective Date, all Participating Class
20 Members will be deemed to have released the Released Claims, and will be barred and enjoined
21 from bringing or prosecuting any of the Released Claims against the Released Parties.

22 67. Release by the LWDA. Upon the Effective Date, the LWDA will be deemed to
23 have released the Released PAGA Claims and will be barred and enjoined from bringing or
24 prosecuting any of the Released PAGA Claims against the Released Parties.

25 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
26 the Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court
27 for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for
28 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)

1 settlement administration matters, and (iii) such post-Judgment matters as may be appropriate
2 under court rules or as set forth in this Settlement Agreement.

3 69. Release by Plaintiff. Upon the Effective Date, Plaintiff will release and forever
4 discharge the Released Parties, to the fullest extent permitted by law, of and from any and all
5 claims, known and unknown, asserted and not asserted, which Plaintiff has or may have against
6 the Released Parties. To the extent the foregoing releases are releases to which section 1542 of the
7 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly
8 waives any and all rights and benefits conferred upon him by the provisions of section 1542 of the
9 California Civil Code or similar provisions of applicable law, which are as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
11 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
12 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE
13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

14 70. Release by Class Members. Upon the Effective Date, all Participating Class
15 Members will release and forever discharge the Released Parties of any and all of the Released
16 Claims.

17 71. Exhibit Incorporated by Reference. The terms of this Settlement Agreement
18 include the terms set forth in the attached exhibits, which are incorporated by this reference as
19 though fully set forth herein. Any exhibit to this Settlement Agreement is an integral part of the
20 Settlement.

21 72. Entire Agreement. This Settlement Agreement and attached exhibits constitute the
22 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
23 agreements may be deemed binding on the Parties. The Parties expressly recognize California
24 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide
25 that a written agreement is to be construed according to its terms and may not be varied or
26 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
27 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

28 73. Amendment or Modification. No amendment, change, or modification to this

1 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their
2 counsel.

3 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
4 and represent that they are expressly authorized by the Parties whom they represent to negotiate
5 this Settlement Agreement and to take all appropriate action required or permitted to be taken by
6 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
7 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
8 counsel will cooperate with each other and use their best efforts to effect the implementation of the
9 Settlement. If the Parties are unable to reach agreement on the form or content of any document
10 needed to implement the Settlement, or on any supplemental provisions that may become
11 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
12 Court or a private mediator to resolve such disagreement.

13 75. Binding on Successors and Assigns. This Settlement Agreement will be binding
14 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
15 defined.

16 76. California Law Governs. All terms of this Settlement Agreement and Exhibit
17 hereto will be governed by and interpreted according to the laws of the State of California.

18 77. Execution and Counterparts. This Settlement Agreement is subject only to the
19 execution of all Parties. However, the Settlement Agreement may be executed in one or more
20 counterparts and by DocuSign. All executed counterparts and each of them, including facsimile
21 and scanned copies of the signature page, will be deemed to be one and the same instrument
22 provided that counsel for the Parties will exchange among themselves original signed
23 counterparts.

24 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
25 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
26 arrived at this Settlement after adversarial and arm's-length negotiations before a well-respected
27 and neutral mediator, in the context of adversarial litigation, and taking into account all relevant
28 factors, present and potential. The Parties further acknowledge that they are each represented by

1 competent counsel and that they have had an opportunity to consult with their counsel regarding
2 the fairness and reasonableness of this Settlement.

3 79. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
5 extent possible consistent with applicable precedents so as to define all provisions of this
6 Settlement Agreement valid and enforceable.

7 80. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
8 that either party may appeal any court order that materially alters the Settlement Agreement's
9 terms.

10 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
11 dispute that has arisen between them and to avoid the burden, expense and risk of continued
12 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that
13 it violated any federal, state, or local law; violated any regulations or guidelines promulgated
14 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
15 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
16 engaged in any other unlawful conduct with respect to its employees or the Settlement Class.
17 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
18 connected with it, will be construed as an admission or concession by Defendant of any such
19 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
20 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will
21 not be offered or received as evidence in any action or proceeding to establish any liability or
22 admission on the part of Defendant or to establish the existence of any condition constituting a
23 violation of, or a non-compliance with, federal, state, local or other applicable law.

24 82. Waiver. No waiver of any condition or covenant contained in this Settlement
25 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
26 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
27 right or remedy.

28 83. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms

1 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
2 construed more strictly against one party than another merely by virtue of the fact that it may have
3 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-
4 length negotiations between the Parties, all Parties have contributed to the preparation of this
5 Settlement Agreement.

6 84. Representation By Counsel. The Parties acknowledge that they have been
7 represented by counsel throughout all negotiations that preceded the execution of this Settlement
8 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
9 counsel. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on
10 the Settlement Agreement.

11 85. All Terms Subject to Final Court Approval. All amounts and procedures described
12 in this Settlement Agreement herein will be subject to final Court approval.

13 86. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
14 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
15 this Settlement Agreement.

16 87. Binding Agreement. The Parties warrant that they understand and have full
17 authority to enter into this Settlement Agreement, and further intend that this Settlement
18 Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible
19 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
20 confidentiality provisions that otherwise might apply under federal or state law.

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23 **SIGNATURES FOLLOW ON NEXT PAGE**
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SIGNATURES

PLAINTIFF

DATED: Feb 11, 2023
2-12-23

By Ms. J. B. [Signature] (Feb 11, 2023 09:39 CST)

**Gene Bickley
Named Plaintiff and Representative
of All Others Similarly Situated and
All Aggrieved Employees**

DEFENDANT

DATED:

By _____

Aaron Thomas
On Behalf of and an Authorized Representative
of Defendant Arnold J. Thomas & Son, Inc.

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SIGNATURES

PLAINTIFF

DATED:

By —

Gene Bickley
Named Plaintiff and Representative
of All Others Similarly Situated and
All Aggrieved Employees

DEFENDANT

DATED:

By —

Aaron Thomas
On Behalf of and an Authorized Representative
of Defendant Arnold J. Thomas & Son, Inc.

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

If you worked for Arnold J. Thomas & Son, Inc. as a truck driver in California at any point during the period from November 8, 2017 through November 19, 2022, a class action settlement may affect your rights.

Gene Bickley v. Arnold J. Thomas & Son, Inc.
Alameda County Superior Court Case No. 21CV002096

- One former employee, Plaintiff Gene Bickley ("Plaintiff"), sued Arnold J. Thomas & Son, Inc., erroneously sued as Arnold & Son, Inc. ("Defendant") on behalf of himself and others similarly situated. The class action lawsuit alleges that Defendant engaged in practices that violate California's laws by (1) failing to pay minimum wages, (2) failing to reimburse for work-related expenses, (3) engaging in unfair competition, (4) failing to provide accurate wage statements, (5) failing to timely pay all wages owed at the end of employment, and (6) is subject to related civil penalties in violation of the Private Attorneys General Act ("PAGA").
- The claims of Plaintiff and the Class have been settled. The Court has preliminarily approved the Settlement and determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. A final determination will be made by the Court at a Final Approval Hearing.
- If you qualify as a Class Member, you could receive money from the Settlement. An estimate of the amount of money you could receive is listed below.
- Your legal rights may be affected whether you act or don't act. Read this Class Notice ("Notice") carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be paid your Individual Settlement Payment, in exchange for giving up any rights to sue for the Released Claims (see Section 12).
EXCLUDE YOURSELF	You will waive any right to be paid your Individual Settlement Payment and retain any rights to sue for the Released Claims (see Section 12), in exchange for giving up any right to object to the Settlement.
OBJECT	You will tell the Court why you don't agree with the Settlement, following the procedures described more fully below (see Section 15). The Court may or may not agree with your objection, and you may still be paid your Individual Settlement Payment, in which case you will be deemed as having given up any rights to sue for the Released Claims. However, if you exclude yourself from the Settlement, you may not object.

HOW MUCH CAN I GET?	Your Individual Payment Amount is estimated to be \$_____
HOW MANY WORKWEEKS WORKED	The total number of workweeks you worked is estimated to be _____

- Your rights and options – and the deadlines to exercise them – are explained in this Class Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

The Court has scheduled the Final Fairness Hearing in this matter for _____, 2023 at _____ in Department 21 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California. See Section 14 below for more information.

1. Why Did I Get This Notice Package?

You are not being sued. Plaintiff sued Arnold J. Thomas & Son, Inc. in a class action on behalf of current and former employees like you.

Defendant's records show that you were employed as a truck driver in California at some point during the period from November 8, 2017 through November 19, 2022.

You received this Class Notice because you have a right to know about a proposed Settlement of a class action lawsuit and about your options before the Court decides whether to approve the Settlement. If the Court approves it, and after objections or appeals are resolved (if any), a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Class Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What Is This Lawsuit About?

Plaintiff is a former truck driver employee of Defendant. **The Court already has approved Plaintiff to represent the Class.**

In his Complaint, Plaintiff contends that Defendant only paid employees for time spent in non-driving work activities such as fueling, checking tires, waiting for maintenance or repairs, loading, or unloading, separately from their piece-rate wages, when this non-driving time exceeded two hours in a workday. Plaintiff alleges that as a result, he was not paid all minimum wages owed in California. On behalf of himself and other truck drivers who worked for Defendant in California, Plaintiff seeks to recover in the Action unpaid minimum wages, related penalties, interest, costs of suit, and attorneys' fees.

The Court has not decided whether or not Defendant violated any laws or whether any person is entitled to any damages or other relief.

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3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. The Court has already appointed Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is Defendant's Position?

Defendant denies all of the allegations against it in the Lawsuit, maintains that it complied with all labor laws, and contends that, except for the purposes of settlement, the claims in the Action may not be pursued as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff and Class Counsel, and by doing so is not admitting liability on any of the factual allegations or claims in the case.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. After a thorough investigation into the facts of this lawsuit, both sides agreed to the Settlement after a mediation session with a separate, neutral third-party mediator. The lawsuit was settled because Class Counsel and the Plaintiff believe that the amount of the Settlement is fair, adequate, and reasonable in light of the strength and weaknesses of the claims and other factors present and potential.

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

You are a member of the Class if you were employed by Defendant as a truck driver in California at any point during the period from November 8, 2017 through November 19, 2022.

7. What Does the Settlement Provide?

Defendant has agreed to pay the Class Settlement Amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000) in exchange for a release of the claims asserted in the Lawsuit. Payments to be made from the Class Settlement Amount include 1) the cost of settlement administration (not to exceed \$10,000); 2) the amount of attorney's fees (not to exceed \$125,000) and litigation costs (currently estimated at \$13,261) awarded to Class Counsel; 3) the amount of Enhancement Payment awarded to Plaintiff (not to exceed \$10,000); 4) PAGA penalties payable to the State of California's Labor and Workforce Development Agency (\$15,000), and 5) settlement benefits to class members who do not exclude themselves from the Settlement. It is estimated that, after deducting the above expenses from the Class Settlement Amount, the Net Settlement Amount of approximately Two Hundred Two Thousand Seven Hundred Thirty-Nine Dollars (\$201,739) will be available for distribution to members of the Settlement Class.

Each member of the Class who does not submit a timely request for exclusion from the Settlement shall receive a portion of the Net Settlement Amount based on the number of workweeks worked for Defendant during the Class Period. The calculation of your Individual Settlement Payment amount will be determined by the formula set forth in section 9 below.

8. What Can I Get From the Settlement?

Participating Settlement Class Members (those who do not opt-out) will be paid out of the Net Settlement Amount. Twenty Percent (20%) of each Individual Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued, and Eighty Percent (80%) will be designated for alleged interest and penalties, for which an IRS Form 1099 shall be issued, as appropriate.

If you do not timely submit a valid request for exclusion by the Response Deadline, which is forty-five (45) calendar days from the date of the mailing of this Notice or <<date>>, you will receive your Individual Settlement Payment after the Court approves the Settlement. Your estimated Individual Settlement Payment is listed on the first page of this Notice.

9. How Was My Individual Payment Amount Calculated?

Based on Defendant's records, the Settlement Administrator calculated each Class Member's Individual Settlement Payment by dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period, resulting in the "Workweek Value." Then each Class Member's Individual Settlement Payment will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value.

For each Class Member who submits a valid and timely request for exclusion, the Settlement Administrator shall proportionally increase the payments to each participating Settlement Class Member such that the total Settlement payout equals one hundred percent (100%) of the Net Settlement Amount.

Individual Settlement Payments from the Net Settlement Amount are net of any applicable tax withholdings attributed to the wage portion of the settlement, and any employer payroll taxes attributed to the Individual Settlement Payments shall be paid by Defendant. You should, however, consult with your tax advisor to determine whether you will be required to pay any taxes for your Individual Settlement Payment.

10. How Can I Get Payment?

To receive your Individual Settlement Payment, you do not need to do anything. As long as you do not exclude yourself from the Settlement, you will receive your share of the settlement benefits following final approval of the Settlement by the Court.

If you do nothing, you will receive your Individual Settlement Payment listed on the first page of this Notice and be bound by the terms of the Settlement (including the Released Claims described in Section 12 below).

California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

11. When Would I Get My Payment?

The Court will hold the Final Approval Hearing on or about <<date>> at <<time>> in Department 21 of the California Superior Court for the County of Alameda, 1221 Oak Street, Oakland, California, to decide whether to grant final approval of the Settlement.

If the Court grants final approval of the Settlement, your Individual Settlement Payment will be mailed to you within approximately one month from the date of final judgment, unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved, and resolving them can take time.

12. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the Settlement, including releasing the Released Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

Released Claims

Upon the full and final payment by Defendant of the Class Settlement Amount, unless you submit a valid and timely request for exclusion, you shall be deemed to fully, finally, and forever release and discharge Defendant and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board members, trustees, auditors, accountants, attorneys, benefits administrators, third-party administrators, consultants, contractors, representatives, partners, and any past, present or future officers, directors, and employees) and any other person acting on their behalf or on whose behalf they acted, as well as any predecessors, successors (Arnold & Son, Inc.), and assigns, as well as any entity that could be deemed a "joint employer" of Plaintiff or Class Members ("Releasees") of all claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, state or federal, in law or in equity, arising at any time during the Settlement Class Period alleged in the operative complaint or related claims that could have been alleged based on the facts pleaded, and all associated penalties, including but not limited to: (a) any alleged failure by any Defendant (1) to pay minimum wages; (2) to reimburse business expenses; (3) to provide accurate wage statements to employees; (4) to pay all wages due upon separation of employment; (b) any right or claim for civil penalties pursuant to PAGA, or any penalties arising under the California Labor Code or Wage Orders, based on the alleged failures set forth herein; (c) any right or claim for unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq.*, based on the

alleged failures set forth herein; and (d) any violation of the California Labor Code arising from or related to the conduct alleged herein, including, without limitation, violation of Labor Code Sections 201, 202, 203, 218, 218.5, 218.6, 226, 226.2, 226.3, 226.8, 1194, 1194.2, 1197, 1197.1, 2698 *et seq.*, or any other ordinance, rule, regulation, or statute, whether federal state, or administrative, or similar causes of action that any Class Member has or might have, known or unknown, of any kind whatsoever, that was alleged or could have been alleged based on the factual allegations in the operative complaint.

The “Release of Claims Period,” or the time period for which the Released Claims are released shall be from November 8, 2017 through November 19, 2022.

13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself (generally called “opting out”) by submitting timely letter indicating a request to be excluded from the Settlement.

The Request for Exclusion must: (i) set forth your name, address, telephone number and last four digits of your Social Security Number; (ii) be signed by you; (iii) be returned to the Settlement Administrator; (iv) clearly state that you do not wish to be included in the Settlement; and (v) be postmarked Form no later than <<Response Deadline>> to:

ILYM Group, Inc.

Address

Phone: (*) ***-******

Facsimile: (*) ***-******

If you submit a timely Request for Exclusion, then upon its receipt you shall no longer be a member of the Class, you shall be barred from participating in any portion of the Settlement, you may not Object, and you shall receive no benefits from the Settlement, including payment of your Individual Settlement Payment. You will retain all rights you have. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Class, and be bound by the terms of the Settlement (including the Released Claims described in Section 12 herein).

Do not submit both an Objection and Request for Exclusion. If you submit both, the Request for Exclusion will be valid, and you will be excluded from the Settlement class.

14. When Is the Final Approval and Fairness Hearing?

The Court will hold a Final Approval Hearing in Department 21 of the California Superior Court for the County of Alameda, 1221 Oak Street, Oakland, California, on <<date>> at <<time>> or such other, later date as the Court may authorize, to determine whether the Settlement is fair, reasonable, and adequate; and if there are Objections, the Court will consider them. The Court will also be asked to approve Class Counsel’s request for attorneys’ fees and litigation costs, Class Representative’s Enhancement Payment, and Settlement Administration Costs.

If the hearing is continued, notice will be given to Objectors by the Settlement Administrator. It is not necessary for you to appear at this hearing, but you may do so at your own expense. Notice of the final judgment will be posted on the Settlement website at <http://www.thomasandsonsettlement.com>

15. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

You may Object to the terms of the Settlement before the Final Approval Hearing. However, if the Court rejects your Objection, you will still be bound by the terms of the Settlement.

To object to the Settlement Agreement, you must timely submit to the Settlement Administrator a Notice of Objection and/or Notice of Intent to Appear at the Final Approval Hearing. For a Notice of Objection to be valid, it must include: (i) your full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (iii) copies of papers, briefs, or other documents upon which the objection is based, if any. For a Notice of Intent to Appear to be valid, it must include: (i) your full name, signature, address, and telephone number; and (ii) a brief written statement explaining why you wish to appear and be heard at the Final Approval Hearing. You may combine a Notice of Objection and Notice of Intent to Appear in one submission.

To be valid and effective, any Notice of Objection and/or Notice of Intent to Appear at the Final Approval Hearing must be postmarked and mailed by the << Response Deadline >>.

Any person or entity who fails to submit such a timely written Objection Form shall be deemed as having waived his/her objection, unless otherwise ordered by the Court, but shall not be precluded from appearing at the Final Approval and Fairness Hearing should s/he wish to appear.

DO NOT TELEPHONE THE COURT.

You do not have to attend the Final Approval Hearing, but you may do so. If you send a Notice of Objection, you do not have to come to Court to talk about it. As long as you mailed your written Notice of Objection on time, the Court will consider it.

If the Court approves the Settlement despite any Objections, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described in section 12 herein).

16. How Do I Get Additional Information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement (entitled the "Joint Stipulation of Class Action Settlement and Release") between Plaintiff and Defendant. The Settlement Agreement and other relevant documents in the Lawsuit, including the operative complaint, the Class Notice, the motion for preliminary approval and all related papers and Court Orders, and the motion for final approval, attorneys' fees and costs, and representative enhancement and all related papers and Court Orders will be available on the Settlement website at <http://www.thomasandsonsettlement.com>.

The pleadings and other records in this litigation (Case No. 21CV002096) are also available for purchase on the Court's website at <https://eportal.alameda.courts.ca.gov/>.

If you have any questions, you can call the Settlement Administrator at (800) 000-0000 or Class Counsel at the telephone number(s) listed below.

CLASS COUNSEL	ARNOLD J. THOMAS & SONS, INC.'S ATTORNEYS
Peter M. Hart, Esq. Ashlie E. Fox, Esq. LAW OFFICES OF PETER M. HART 12121 Wilshire Blvd., Suite 525 Los Angeles, California 90025 Telephone: (310) 439-9298	Anthony C. Ocegueda, Esq. Vincent Fisher, Esq. Joseph Lordan, Esq. Tara Mirchandani, Esq. LEWIS BRISBOIS 2020 West El Camino Cielo Avenue, Suite 700 Sacramento, CA 95833 T: (916) 646-8239

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE CALIFORNIA SUPERIOR COURT