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

KENNETH GUNTHER, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

NORTH COAST COOPERATIVE., a
California corporation; NORTH COAST
COOP, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CV2000307

Honorable Timothy A. Caning
Department 4

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 24, 2024
Time: 10:30 a.m.
Department: 4

Complaint Filed: February 25, 2020
FAC Filed: April 26, 2022
Trial Date: None Set

1 This matter has come before the Honorable Timothy A. Caning in Department 4 of the
2 Superior Court of the State of California, for the County of Humboldt, on April 24, 2024, at 10:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Kenneth Gunther ("Plaintiff"), individually
5 and on behalf of all others similarly situated and other aggrieved employees, and CARR,
6 KENNEDY, PETERSON & FROST appears as counsel for Defendant North Coast Cooperative,
7 Inc. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves Class Action and PAGA Settlement Agreement
13 ("Settlement" or "Agreement") attached as "**EXHIBIT 1**" to the Declaration of Jeremy Stern in
14 Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement. This
15 is based on the Court's determination that the Settlement falls within the range of possible approval
16 as fair, adequate, and reasonable.

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

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been conducted
22 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
23 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
24 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
26 and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalties, Settlement Administration Costs,
3 and payments to the Settlement Class Members provided thereby, appear to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class Members are
7 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in their individual capacity and as the
18 representatives of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows: All current and former hourly-paid or non-exempt individuals employed by Defendant in
21 California at any time during the period from February 25, 2016 to November 23, 2021.

22 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
23 ("Class Counsel").

24 8. The Court provisionally appoints Plaintiff Kenneth Gunther as the representative of
25 the Class ("Class Representatives").

26 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris" or "Settlement
27 Administrator") to handle the administration of the Settlement ("Settlement Administrator").

28 10. Within twenty (20) calendar days of the date of this Order, Defendant shall provide

the Settlement Administrator the “Class List,” which shall consist of each Class Member’s (i) full name, (ii) Workweeks and dates of employment during the Class Period, (iii) last known mailing address, (iv) Social Security number, and (v) any other information required to effectuate the Agreement, in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action and Proposed Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an opt out request, of Class Members’ right to dispute the Workweeks credited to each of them, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement by submitting a written objection. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice to all Class Members within seven (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely written opt out request in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended by fifteen (15) days from the original deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who have not

submitted a complete, valid, and timely and valid Request for Exclusion from the Class Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 4 of the Humboldt County Superior Court, located at 825 5th St, Eureka, California 95501, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Settlement, a Class Member may submit a written objection to the Settlement Administrator no later than the Response Deadline. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. In addition to, or in lieu of a written Objection in the manner and by the deadline specified herein, the Class Member may appear at the Final Approval Hearing to state their objection to the Class Settlement orally.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any 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 into evidence as, received as or

1 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
2 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
3 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
4 implementation, interpretation, or enforcement of the Settlement.

5 17. In the event the Settlement does not become effective in accordance with the terms
6 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
7 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
8 vacated, and the Parties shall revert back to their respective positions as of before entering into the
9 Settlement Agreement.

10 18. The Court reserves the right to adjourn or continue the date of the Final Approval
11 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
12 Members and retains jurisdiction to consider all further applications arising out of or connected with
13 the Settlement.

14 **IT IS SO ORDERED.**

15
16 Dated: February _____, 2024

By:

The Honorable Timothy A. Caning
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Kenneth Gunther v. North Coast Cooperative, Inc.
Superior Court of California for the County of Humboldt, Case No. CV2000307

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Kenneth Gunther ("Plaintiff") and Defendant North Coast Cooperative, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Kenneth Gunther v. North Coast Cooperative, Inc.*, Humboldt County Superior Court, Case No. CV2000307 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the Class Period, except those persons who have signed individual settlement agreements with Defendant in connection with the Action will not be included in the Class.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 25, 2016 through November 23, 2021.

"Settlement" means the settlement and release of Released Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On February 25, 2020, Plaintiff filed a Class Action Complaint for Damages alleging putative class claims against Defendant for its purported violations of the California Labor Code for failure to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during and after employment and pay associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, and for violations of California Business and Professions Code Section 17200 *et seq.*

On May 29, 2020, Plaintiff provided written notice, by online submission to the Labor & Workforce Development Agency (LWDA), and by mail to Defendant, of the specific provisions of the California Labor Code that were violated, and on September 9, 2021, Plaintiff provided a follow-up notice (together, these notices are referred to as "LWDA Notice Letters").

On April 26, 2022, Plaintiff filed a First Amended Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint") adding a cause of action for Private Attorneys General Act ("PAGA") penalties under California Labor Code § 2698 *et seq.*

Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result,

the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Simpluris, Inc.], as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Kenneth Gunther as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Jeremy Stern, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The gross settlement amount is Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$306,250.00 if the Gross Settlement Amount remains \$875,000.00) and reimbursement of costs and expenses, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to Settlement Class Members as part of the Net Settlement Amount.

Class Members are entitled to receive payment under the Settlement of their *pro rata* amount of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member was employed by Defendant as an hourly or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Settlement Class Members (“Final Workweek Value”) and multiplied each Settlement Class Member’s Workweeks by the Final Workweek Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as fifteen percent (15%) wages, which will be reported on an IRS Form W-2, and eighty percent (85%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages

portion of Individual Settlement Payment. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From February 25, 2016 through November 23, 2021 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") which must: (a) contain the case name and number of the Action (*Kenneth Gunther v. North Coast Cooperative, Inc.*, CV2000307); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the current number to be credited to you; (d) include information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you during the Class Period.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Final Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members release and discharge Released Parties of any and all Released Claims.

"Released Claims" any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, pleaded in the Operative Complaint or that could have been pleaded based on the facts pleaded in the Operative Complaint, arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business-related expenses, unfair or unlawful business practices pursuant California Business and Professions Code § 17200, *et seq.* based on the aforementioned, and civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* based on the aforementioned.

"Released Parties" means North Coast Cooperative, Inc. and any parent, subsidiary, affiliate, predecessor, or successor, and all agents, trustees, employees, officers, directors, and attorneys thereof.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$306,250.00 if the Gross Settlement Amount remains \$875,000.00) and reimbursement of costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) ("Enhancement Award"), in recognition of his services in connection with the Action. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims described in Section III.D above.

Class Members will not be separately responsible for the payment of attorney's fees or costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action (*Kenneth Gunther v. North Coast Cooperative, Inc.*, CV2000307); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you do not wish to be included in the Settlement; and (d) be returned by mail to the Settlement Administrator, postmarked **no later than [Response Deadline]** and to the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A written Objection must: (a) contain the case name and number of the Action (*Kenneth Gunther v. North Coast Cooperative, Inc.*, CV2000307); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for your objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based and (e) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 4 of the Humboldt County Superior Court, located at the Humboldt County Courthouse, 825 5th Street, Eureka, California 95501, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.humboldt.courts.ca.gov/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for a fee by visiting the civil clerk’s office, located at 825 5th Street, Eureka, California 95501, during business hours.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.