

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norma B. Blumenthal(State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
5 Aparajit Bhowmilk (State Bar #248066)
6 2255 Calle Clara
7 La Jolla, CA 92037
8 Telephone: (858) 551-1223
9 Facsimile: (858) 551-1232
10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF MADERA**
15

16 BRANDY HALE, an individual, and on behalf of
17 herself and on behalf of all persons similarly
18 situated,

19 Plaintiffs,

20 vs.

21 PALEOWEST, LLC, a Limited Liability
22 Company; and DOES 1 through 50, inclusive,

23 Defendants.

Case No.: **MCV088135**

24 **DECLARATION OF MADELY NAVA OF**
25 **APEX CLASS ACTION, LLC, IN SUPPORT**
26 **OF MOTION FOR FINAL APPROVAL OF**
27 **CLASS ACTION SETTLEMENT**

28 Date: August 23, 2024
Time: 8:30 a.m.
Dept.: 45
Judge: Hon. Brian W. Enos

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Hale v. PaleoWest, LLC*, matter. On
6 behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
19 *Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* (referred to as
20 “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving disputes
21 among Class Members regarding the number of workweeks recorded by Defendant during the Class
22 Period, as stated on their individualized Class Notice.; (d) calculating individual settlement award
23 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required
24 by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
25 (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
26 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
27 to perform.

1 4. On March 21, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Class Notice Packet. Apex then generated a draft of the formatted Class Notice Packet, which
3 received approval from the Parties' Counsel before being mailed.

4 5. On April 1, 2024, Counsel for the Defendant provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the total number of relevant
6 workweeks worked by each Class Member. The data file was successfully uploaded to our database,
7 where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class
8 List consisted of a total of 214 individuals.

9 6. In preparation for the mailing process, all 214 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice
15 Packet. However, in cases where no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendant was used for the mailing of the Class Notice Packet.

17 7. On April 10, 2024, The Class Notice Packet was sent to all 214 individuals listed in the Class
18 List using U.S First Class Mail. A copy of the mailed Class Notice Packet is attached hereto as **Exhibit**
19 **A**.

20 8. As of the date of this declaration, our office has received 18 returned Class Notice Packets as
21 undeliverable. Of the 18 returned Class Notice Packets, none were returned with a forwarding address.
22 Therefore, Apex conducted a computerized skip trace on the 18 returned Class Notice Packets in order
23 to acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip trace effort
24 resulted in obtaining 8 updated addresses, to which we promptly re-mailed the Class Notice Packets via
25 U.S First Class Mail.

26 9. As of the date of this declaration, there have been 8 Class Notice Packets re-mailed as a result of
27 Apex's skip-tracing efforts.
28

1 10. As of the date of this declaration, 10 Class Notice Packets have been considered undeliverable
2 as no updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
4 for submitting a request for exclusion from the Settlement was June 10, 2024.

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
6 deadline for submitting a written objection to the Settlement was June 10, 2024.

7 13. As of the date of this declaration, Apex will report 214 Participating Class Members, constituting
8 100% of the total 214 Class Members.

9 14. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 8,013. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$464,584.00 and was calculated by subtracting the requested attorneys' fees (\$266,666.00), the amount
12 requested for litigation costs and expenses (\$30,000.00), the requested Class Representative Service
13 Payment (\$12,500.00), the requested Settlement Administration Costs (\$6,250), and the PAGA Penalties
14 payment (\$20,000.00) from the Gross Settlement Amount (\$800,000.00).

15 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
16 to be approximately \$13,219.16, the *average* Individual Settlement Amount is currently estimated to be
17 approximately \$2,170.95, and the *lowest* Individual Settlement Amount is currently estimated to be
18 approximately \$57.98. These amounts are subject to employee-side tax and withholdings.

19 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$5,000.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 145 Aggrieved Employees who worked a total of
22 2,782 pay periods during the PAGA Period.

23 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$113.23, the
24 *average* individual PAGA share is approximately \$34.48, and the *lowest* individual PAGA share is
25 approximately \$1.80.

26 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$6,250. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 22nd day of July 2024,
5 in Irvine, California.

6
7
8 
9 _____
10 MADELY NAVA
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Hale v. PaleoWest, LLC, Superior Court of the State of California,
County of Madera, Case No. MCV088135***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant PaleoWest, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Brandy Hale (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (December 1, 2018 to November 23, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (June 30, 2021 through November 23, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholding), and your share of the PAGA Penalties is estimated to be \$«Est_PAGA_PMT».** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

The above estimates are based on Defendant’s records showing that **you worked «Workweeks» workweeks** during the Class Period and **you worked «Pay_Periods» pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement

	(Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is June 10, 2024.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline June 10, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the August 23, 2024, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on August 23, 2024, at 9:00 a.m., at the Madera County Superior Court, located at 200 South G Street, Madera, CA 93637, in Department 45 before Judge Brian W. Enos. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline June 10, 2024	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by June 10, 2024. See Section 5 of this Notice

1. What is action about?

Plaintiff Brandy Hale is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act ("PAGA").

Defendant denies any wrongdoing or liability whatsoever and denies that wages, damages, or penalties are owed, or that they acted contrary to California law. Defendant believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual or legal allegations in the Action, or that the Action can proceed as a class or representative action. Defendant has agreed to settle the Action as a compromise with Plaintiff and Class Counsel.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed

claims. By agreeing to settle, Defendant do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. Do I need to hire an attorney?

You do not need to hire your own attorney. The Court has already preliminarily appointed Class Counsel (see Section 9). However, you may hire your own attorney at your own expense if you choose to do so.

4. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Eight Hundred Thousand Dollars (\$800,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$8,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$266,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payment.** A Class Representative Service Payment in an amount not more than \$12,500 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$20,000 relating to Plaintiff’s claim under PAGA, \$15,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is June 30, 2021 through November 23, 2023.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class

Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$462,834. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Twenty-Five Percent (25%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non- non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than June 10, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the June 10, 2024, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Defendant.

Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

5. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims debts, liabilities, demands, actions or causes of action that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period, including all claims for restitution and other equitable relief, claims for unpaid minimum and overtime wages, timeliness of earned wages, liquidated damages, failure to provide meal and/or rest periods or to pay meal and rest period premiums, waiting time penalties, unfair business practices, expense reimbursement, proper calculation of the regular rate of pay, unpaid sick pay, unpaid hours worked, and failure to provide accurate wage statements. Participating Class Members do not release any other claims, including claims for vested benefits,

wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, on behalf of herself and the State of California Labor and Workforce Development Agency, and all Aggrieved Employees waive, fully release and forever discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and its former and present employees, directors, shareholders, officers, owners, attorneys, agents, insurers, agents, successors, assigns, parents, subsidiaries, affiliates, joint venturers, or legal representatives and any individual or entity which could be jointly liable with Defendant and all persons or entities acting by, through, under, or in concert with any of them.

6. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks:

Individual Class Payments shall be calculated as follows: $\text{= (Net Settlement Amount} \div \text{total workweeks of Class Members)} \times \text{the individual Class Member's workweeks.}$

Each Individual Class Payment will be reduced by any legally mandated deductions (e.g., payroll taxes, etc.).

Defendant's records reflect that you worked «Workweeks» Workweeks during the Class Period (December 1, 2018 through November 23, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Est_Class_PMT».

Defendant's records reflect that you worked «Pay_Periods» PAGA Pay Periods during the during the PAGA Period (June 30, 2021 through November 23, 2023). Based on this information your estimated Individual PAGA Payment is \$«Est_PAGA_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is June 10, 2024. You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

7. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you submit a valid and timely request for exclusion form, you shall be barred from participating in the Settlement. You may not object and will not receive an Individual Class Payment. You will retain all rights you may have against Defendant.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$20,000, of which \$5,000 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is June 10, 2024. You may also fax your request to opt out to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Hale v. PaleoWest* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Hale v. PaleoWest*, Case No. MCV088135. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after June 10, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

9. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for August 23, 2024, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hale v. PaleoWest* or on the Court's website (<https://madera-prod-portal.ecourt.com/public-portal/>) and entering the Case No. MCV088135.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is June 10, 2024.** You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Hale v. PaleoWest*, Case No. MCV088135, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action, LLC

Email Address: claims@apexclassaction.com

Mailing Address: P.O. Box 54668, Irvine, CA 92619

Telephone Number: (800) 355-0700

Fax Number: (949) 878-3536

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <https://www.madera.courts.ca.gov/general-information/covid-19-information/remote-video-appearances>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANTS:

George S. Howard, Jr.
Matthew N. Mushamel
Quarles & Brady LLP
101 West Broadway, Ninth Floor
San Diego, California 92101-8285

10. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on August 23, 2024, in Department 45 of the Superior Court of California, County of Madera, 200 South G Street, Madera, California 93637, before Judge Brian W. Enos. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.madera.courts.ca.gov/general-information/covid-19-information/remote-video-appearances>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hale v. PaleoWest*. In addition, hearing dates are posted on the Internet via the Case Search page for the California Superior Court for the County of Madera (<https://madera-prod-portal.ecourt.com/public-portal/>) and entering the Case No. MCV088135.

11. How Can I Get More Information?

You may call the Administrator at (800) 355-0700 or write to *Hale v. PaleoWest* Administrator, c/o Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hale v. PaleoWest*. You may get more details by examining the Court's file on the Internet via the Case Search page for the California Superior Court for the County of Madera (<https://madera-prod-portal.ecourt.com/public-portal/>) and entering the Case No. MCV088135. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Madera Courthouse, 200 South G Street, Madera, CA 93637.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.