

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between the named Plaintiffs Christine McEvoy and Leng Sam, on behalf of himself and the putative class members (“Plaintiffs”) and Defendant Henry Industries, Inc., (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Class Action Complaint that was filed in San Joaquin County Superior Court, and subsequently removed to the United States District Court for the Eastern District of California, and any amendments thereto, which was originally captioned *Ernest Sarte v. Henry Industries, Inc.* (U.S. District Court, Eastern District of California Case No. 2:22-cv-01678-TLN-DB, and later captioned *Christine McEvoy, et al., v. Henry Industries, Inc.* (U.S. District Court, Eastern District of California Case No. 2:22-cv-01678-TLN-DB
- B. “Aggrieved Employee” means all persons who provided courier or delivery services on behalf of Defendant Henry Industries in California during the PAGA Period.
- C. “Class” means all persons who executed an agreement with Defendant Henry Industries and provided courier or delivery services on behalf of Defendant in California during the Settlement Period (defined as August 19, 2018, through June 17, 2022, (the “Settlement Period”)), and excluding those persons who opt-out.
- D. “Class Counsel” means Harold Lichten and Matthew W. Thomson of Lichten & Liss-Riordan, P.C., Adam Rose or Law Office of Robert Starr, and Jeff Vollmer of Goodwin & Goodwin, LLP.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- F. “Class Data” means, for each Class Member, his or her name; last-known mailing address; email address (where available); Social Security number; and, his or her active dates providing courier or delivery services on behalf of Defendant Henry Industries in California.
- G. “Class Member” is a member of the Class.

- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement. The Class Notice will include, but shall not be limited to: information regarding the nature of the Action; a summary of the substance of the Settlement; the Class definition; the procedure and time period to request exclusion from, or object to the claims process; the date set for the Final Approval Hearing; and the formula used to calculate the Settlement Shares. The Class Notice will not include a claim form, but will only include all procedural materials necessary to effect the Settlement and no claim form will be needed to be submitted to participate in the Settlement.
- I. “Class Period” means the period of time between August 19, 2018, through June 17, 2022.
- J. “Class Representative Service Payment” means the service payment made to Plaintiffs in their capacity as Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
- K. “Court” means the U.S. District Court, Eastern District of California.
- L. “Defendant” means Henry Industries, Inc.
- M. “Defendant’s Counsel” means Sat Sang S. Khalsa of Gordon Rees Scully Mansukhani, LLP.
- N. “Effective Date” means the date by which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(P) of this Agreement.
- O. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- P. “Final” means the last of the following dates, as applicable:
1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

- Q. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- R. “Gross Settlement Amount” means Three Hundred Thousand Dollars (\$300,000.00) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all Individual Class Payments to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the PAGA Payment contemplated by this Agreement.
- S. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.
- T. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- U. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- V. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- W. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- X. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA PAGA Payment, and the Settlement Administration Expenses. The Net Settlement Amount shall be allocated so that 90% of the Net Settlement Amount is distributed to Participating Class Members and 10% is distributed to Participating Collective Members.
- Y. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in the Settlement.
- Z. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- AA. “PAGA Group Member” means all persons who provided courier or delivery services on behalf of Defendant Henry Industries in California during the PAGA period.
- BB. “PAGA Period” means the period from April 11, 2021 through June 17, 2022.

- CC. “PAGA Notice” means Plaintiff’s April 11, 2022, letter to Henry Industries and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- DD. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- EE. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- FF. “Participating Collective Member” means Settlement Class Members who timely sign and return an Opt-in Claim Form to receive an FLSA Consideration Payment.
- GG. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- HH. “Released Parties” collectively mean: Defendant Henry Industries, and its past, present and future parents, subsidiaries, affiliates, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns.
- II. “Released Class Claims” means the claims being released as described in Section F, Paragraph 1 below.
- JJ. “Released PAGA Claims” means the claims being released as described in Section F, Paragraph 2 below.
- KK. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- LL. “Settlement Administrator” means the administrator Phoenix Settlement Administrators proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not to exceed bid and shall be agreed to by all counsel.

II. RECITALS

- A. On August 19, 2022, Plaintiff Ernest Sarte filed a Complaint against Defendants in the Superior Court of the State of California, County of San Joaquin. Plaintiff Sarte asserted claims that Defendant failed to comply with the following statutes:
 - 1. Minimum Wage Violations (Cal. Lab. Code §§ 1197 And 1194 And Wage Order No. 9);
 - 2. Overtime Violations (Cal. Lab. Code §§ 1194, 1198, 510 And 554 And Wage Order No. 9);
 - 3. Failure to Pay Minimum Wages (29 U.S.C. § 201 *Et Seq.*);

4. Failure to Pay Overtime (29 U.S.C. §§ 206(A)(1)(C) and 207(A));
 5. Wage Statement Violations (Cal. Lab. Code § 226(A));
 6. Unlawful Business Acts Or Practices (Cal. Bus. & Prof. Code, § 17200 *Et Seq.*);
 7. Misclassification as an Independent Contractor (Cal. Lab. Code § 2802); and
 8. Private Attorney General Act Penalties (Cal. Lab. Code §§ 2698 *et seq.*).
- B. On April 11, 2022, pursuant to Labor Code § 2699.3(a), Plaintiff Sarte gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- C. On September 22, 2022, Defendant filed its answer to the Complaint, asserting a general denial and 42 affirmative defenses. Concurrently, Defendant moved to remove the case to federal court in the Eastern District of California
- D. On January 5, 2023, Plaintiff Sarte filed a First Amended Complaint.
- E. The putative class numbers 80 persons, who collectively provided services over 1,907 semi-monthly delivery service periods.
- F. On August 24, 2023, the parties participated in mediation with ADR Neutral Monique Ngo-Bonnici via videoconference. In large part, due to Henry Industries limited financial ability to fund a settlement, the case did not resolve.
- G. Nonetheless, following the unsuccessful mediation, the parties continued direct negotiations; and eventually agreed to a dismissal of the FLSA claims without prejudice, and to resolve the California state law claims on behalf of a proposed class of California drivers.
- H. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

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

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Filing Second Amended Complaint.** As a material term of this Agreement, Plaintiffs agree to file a Second Amended Complaint adding Plaintiffs Christine McEvoy and Leng Sam as the named Plaintiffs and clarifying that the claims under

the Fair Labor Standards Act are asserted on behalf of those individuals who are all Class Members, as defined herein. Should the Court decline to permit this amendment, this Settlement Agreement shall be void.

- B. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Three Hundred Thousand Dollars (\$300,000.00). This amount is all-inclusive of all payments contemplated in this resolution. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- C. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, and upon Court approval, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
1. **To Plaintiffs:** In addition to the Individual Class Payment to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$2,500 each as a Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment of no more than \$2,500 for each Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$2,500, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiffs with respect to the payment who will assume full responsibility and liability for the taxes due on his Class Representative Service Payment. To receive the payment, the Plaintiffs agree to a 1542 waiver and a general release of all claims as set forth below. The Parties expressly agree that the Court's approval or denial of any request for a Class Representative Service Payment is not a material condition of this agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the Settlement. Any order or proceeding relating to the application by Class Counsel of the Class Representative Service Payment shall not operate to terminate or cancel this Settlement. To the extent the Court awards less than the amount of the requested Class Representative Service Payment, the consideration referenced in this paragraph shall not be affected and the requirement for and/or validity of an executed 1542 waiver and general release of all claims as set forth below by Plaintiffs shall remain in force and effect. To the extent the Court awards less than the amount of the requested Class Representative Service Payment, any remaining amount will be redistributed amongst the Participating Class Members on a pro rata basis.
 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than \$85,675.00 of the Gross Settlement Amount, which is

estimated at \$75,000.00, as their Class Counsel Fees Payment and an amount not more than \$10,675.00 for all expenses incurred as supported by declaration as their Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.

3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$10,000.00 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500.00) to the LWDA (the “LWDA Payment”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$2, 500.00) will be distributed to PAGA Group Members on an equal share basis. If the Court approves a PAGA Payment of less than \$10,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$5,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$5,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

D. **Payments from the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. All Individual Settlement Payments shall be treated as penalties and interest, and shall be reported using a IRS Form 1099. The Parties agree that no portion of the Individual Settlement Payment shall be deemed wages. The Net Settlement Amount shall be allocated so that 90% of the Net Settlement Amount (the “Class Fund”) is distributed to Participating Class Members and 10% (“The FLSA Fund”) is distributed to Participating Collective Members. The Net Settlement Amount shall include the following:

1. **Individual Class Payment.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Class Fund by the total number of active

delivery service periods of all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's delivery service periods that occurred during the Class Period. Each Class Member's number of delivery service periods will be derived from the active contract dates and data contained in the records kept by Defendant in the ordinary course of business during the Class Period, but Class Members will have the right to challenge the number of delivery service periods.

2. **FLSA Consideration Payments.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an FLSA Consideration Payment from the FLSA Fund to any Participating Collective Member. The individual FLSA Consideration Payment for each Participating Collective Member will be calculated by (a) dividing the FLSA Fund by the total number of active delivery service periods worked for all Participating Collective Members and (b) multiplying the result by each individual Participating Class Member's delivery service periods that occurred during the Class Period. Each Collective Member's number of delivery service periods will be derived from the active contract dates and data contained in the records kept by Defendant in the ordinary course of business during the Class Period, but Participating Collective Members will have the right to challenge the number of delivery service periods.

3. **Withholding.**

Each Participating Class Member's Individual Class Payment and each Participation Collective Member's payments shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Individual Class Payment, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Individual Class Payments will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Individual Class Payments.

- E. **Appointment of Settlement Administrator.** After obtaining bids from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Phoenix Settlement Administrators as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and

reviewing for validity completed Elections Not to Participate in Settlement; receiving and reviewing Opt-in Claim Forms from Participating Collective Members; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; follow-up communication to those Participating Class Members who have not cashed their checks; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Individual Class Payments, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

The Settlement Administrator shall never be empowered to make payments to Participating Class Members exceeding the total Net Settlement Amount or deviate from the payment formula agreed upon by the Parties.

F. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to a mediator for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall

work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
 - a. No later than 30 calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. Defendant's records will be presumptively determinative in any dispute over entitlement to payment or over membership in the Class.
 - b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail and transmit the Class Notice Packets via email using the mailing address and email address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
 - c. If a Class Notice Packet is returned because of an incorrect mailing address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following

deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections and pay period disputes received.
- e. Not later than 10 calendar days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
- f. No later than 10 calendar days before the date by which the Plaintiffs file the motion for final approval of the Settlement, Plaintiffs shall cause to be filed all Opt-in Claim Forms of Participating Collective Members.

3. **Objections to Settlement; Disputes as to Pay Periods allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to Pay Periods allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to

the Settlement Administrator, postmarked no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets. The Settlement Administrator shall forward any objections received to Class Counsel and Defendant's Counsel. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. A Participating Class Member who does not submit an objection in the manner specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- b. **Disputes as to Pay Periods.** Each Class Member shall also have sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number or Pay Periods the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator in writing and shall include: (1) the name of the case, (2) their personal information (name, address, etc.), (3) a clear statement that they dispute the computation of workweeks along with the number of workweeks they contend is correct, and (4) supporting documentation (pay stubs, etc.). Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. Defendant's records will be presumptively determinative in any dispute over entitlement to payment or over membership in the Class.
- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to

contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Class Members who are PAGA Group Members whether or not they exclude themselves from the class action settlement. Class Members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their Individual PAGA Payment described above, and will release all Released PAGA Claims, whether they submit a valid and timely Request for Exclusion or not.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive an Individual Class Payment, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

All Class Members shall also be given the opportunity to submit an Opt-in Claim form to participate in the FLSA portion of the settlement. Class members shall be informed that they are permitted to exclude themselves from the Settlement Class, while still retaining the right to submit an Opt-in Claim Form and receive an FLSA Consideration Check in exchange for their release of FLSA claims. Likewise, a Class Member is permitted to remain a Participating Class Member, and decline to submit an Opt-in Claim Form so that he or she will not be subject to the FLSA Release described in Section G below.

A Class Member who is a PAGA Group Member, but excludes himself or herself from the Settlement, remains subject to the PAGA Release, and shall receive a single check for an Individual PAGA Payment.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
- 4. **Right of Parties to Reject Settlement.** If Class Members representing more than ten percent (10%) of the total Pay Periods in the Class Period timely submit valid Elections Not to Participate in Settlement, both Plaintiffs and Defendant will have the right, but not the obligation, to void the Settlement, in which case the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of the date that either Plaintiffs or Defendant exercises the right to void the Settlement pursuant to this Paragraph. The party rejecting the Settlement shall inform the other party and the Court whether it is exercising its right pursuant to this Paragraph not later than seven (7) calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.
- 5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant.
- 6. **Additional Briefing and Final Approval.**
 - a. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
 - b. If any opposition is filed to the motion for final approval, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval.
 - c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and

propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- d. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, pursuant to California Code of Civil Procedure section 664.6, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

- 7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
- 8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph,

provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing one payment in the amount of \$150,000 within thirty (30) days of the Effective Date in a Qualified Settlement Fund (QSF) account maintained by the Settlement Administrator. Defendant shall make a second payment of \$150,000, within one-hundred and eighty (180) days after the first payment within thirty (30) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and the LWDA Payment in accordance with this Agreement.
10. **Uncashed Settlement Share Checks.** A Participating Class Member or Participating Collective Member must cash his or her Settlement Share checks within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will also send the affected Participating Class Member a notice via mail and email informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure, § 1500 et seq. in the names of the Settlement Class Members and PAGA Group Members who did not cash their settlement checks until such time as they claim their property.
11. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

G. Release of Claims.

1. **Participating Class Members.** Upon the Effective Date and the complete funding of the Gross Settlement Amount, Defendant and the Released

Parties shall receive a release from the Participating Class Members of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each Participating Class Member had, now has, or may hereafter claim to have against Defendant and the Released Parties that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Action that occurred during the Class Period regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law which occurred during the Class Period, and expressly excluding claims under the Federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period (“Released Class Claims”). The Released Class Claims specifically include all claims for: (1) minimum wage violations (pursuant to Labor Code §§ 226.2, 1182.12, 1194, 1194.2 and 1197); (2) failure to pay all overtime wages (pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198); (3) meal period violations (pursuant to Labor Code §§ 226.7, 512 and 558); (4) rest period violations (pursuant to Labor Code §§ 226.2, 226.7, 516 and 558); (5) failure to reimburse necessary business expenses (pursuant to Labor Code §§ 2802 and 2804); (6) wage statement violations (pursuant to Labor Code §§ 226 *et seq.* and 246); (7) waiting time penalties (pursuant to Labor Code §§ 201 – 203); and (8) unfair competition (pursuant to Bus. & Prof. Code §§ 17200 *et seq.*). The enumeration of these specific statutes shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint.

2. **FLSA Release.** Any Participating Collective Members shall receive an FLSA Consideration Check and shall fully release the Released Parties from any and all FLSA claims. Upon filing by Plaintiffs of all Opt-in Claim Forms, all Participating Class Members shall be deemed to have “opted-in” to the FLSA collective action asserting in the Second Amended Complaint. Participating Class Members who do not submit an Opt-in Claim Form will not be deemed to have released any claims under the FLSA.
3. **PAGA Release.** Pursuant to the requirements of Labor Code sections 2698, *et seq.*, Plaintiffs McEvoy and Sam are the designated agents of the California Labor and Workforce Development Agency (“LWDA”), and are proceeding as a private attorney general, by bringing this enforcement action to recover civil penalties pursuant to Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804 and the related IWC Wage Orders. Upon the Effective Date, the LWDA shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released

the Released Parties from any claim for civil penalties arising out of the Released Class Claims or specifically enumerated in this paragraph.

4. **Plaintiffs.** Upon the occurrence of the Effective Date, Plaintiffs generally, unconditionally, irrevocably and absolutely releases and discharges the Released Parties from any and all claims related in any way to the transactions or occurrences between them prior to the date of preliminary approval, to the fullest extent permitted by law, including, but not limited to, Plaintiffs' hiring by and employment with the Defendant, Plaintiffs' compensation, wages, or pay of any kind related to the Defendant, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Plaintiff's work as a courier for Defendant Henry Industries, Inc.. This Release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Occupational Safety and Health Act, the National Labor Relations Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Labor Code, the California Constitution, the California Business and Professions Code, the California Industrial Welfare Commission Wage Orders, the California Government Code, as well as any amendments to those laws, and all claims for attorneys' fees, costs and expenses ("Plaintiff's Released Claims"). This release of Plaintiff's Released Claims unconditionally, irrevocably and absolutely releases and discharges the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party at the time prior to the date of preliminary approval. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to unemployment benefits and workers' compensation benefits.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete. The Parties execute this release with the full knowledge that this release of the Plaintiff's Released Claims covers all possible claims by Plaintiffs against the Released Parties, to the fullest extent permitted by law.

To the extent permitted by law, Plaintiffs expressly waive their rights to recovery of any type, including damages, penalties, or reinstatement, in any administrative or court action, whether state or federal, and whether brought by Plaintiffs or on Plaintiffs' behalf, related in any way to the matters released herein.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of the Plaintiff's Released Claims, Plaintiffs expressly acknowledge that this settlement is intended to include in its effect, without limitation, all Plaintiffs' Released Claims which Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiffs' Released Claims.

Plaintiffs and Defendant acknowledge that it is their mutual intent not only to resolve all matters presently in dispute between them, but also by this Agreement to forever prevent the reoccurrence of any question, dispute, or claim regarding the past employment or future consideration for employment of Plaintiffs by Defendant or Released Parties.

5. **Plaintiff's Waiver of Rights under California Civil Code Section 1542.**

As partial consideration for the Class Representative Service Payment, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

6. **Class Counsel.** As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action, except as provided in this Agreement.

H. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

I. **Limitation on Public Statements about Settlement.** Plaintiffs and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. Neither Plaintiffs nor Defendant will issue any press release or other public or non-public representation regarding the Settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement, which may include publicizing for explanation and assistance purposes the Settlement at legal aid agencies likely to be consulted by the Class Members in order to maximize class participation and publicizing for notice and educational purposes the Settlement in periodicals and/or radio stations in order to maximize class participation. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members. Plaintiffs and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. Class Counsel will not communicate with other wage-hour plaintiffs' counsel about this Settlement, nor utilize it in any way in their marketing or advertising materials or website until after final approval is granted by the Court, except that Class Counsel may post court-filed documents on their website for viewing by Class Members.

J. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendant specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The parties have entered into this settlement with the intention of avoiding further disputes and

litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

- 2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Matthew W. Thomson, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston St., Suite 2000
Boston, MA 02116
617-994-5800
617-994-5801 (fax)
mthomson@llrlaw.com

To Defendant:

Sat Sang S. Khalsa
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111
Tel.: (510) 463-8668
Facsimile: (510) 984-1721
Email: skhalsa@grsm.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken and based on an alleged violation of any material term of this Settlement Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 08/29, 2024

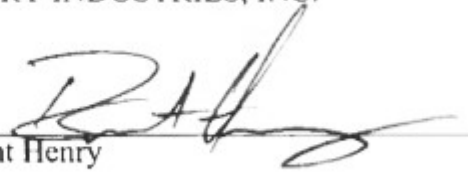
By: 
Christine McEvoy

Dated: 9-3-2024, 2024

By: 
Leng Sam

HENRY INDUSTRIES, INC.

Dated: 9-2-, 2024

By: 
Brent Henry

APPROVED AS TO FORM AND CONTENT

Lichten & Liss-Riordan, P.C.

Dated: 09/03/2024

Matthew Thomson
Class Counsel Matthew W. Thomson, Esq.

GORDON REES SCULLY MANSUKHANI LLP

Dated: 9/3/2024


Defendant's Counsel Sat Sang S. Khalsa

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE
FOR FINAL COURT APPROVAL]

**Notice of Proposed Class Action and PAGA Settlement for
Individuals Who Worked as Henry Industries Pharmaceutical
Contractors in California**

McEvoy, et al. v. Henry Industries, Inc., No. 22-cv-1678 (E.D. Cal.)

This is a Court-authorized notice. This is not a solicitation from a lawyer.

- A settlement of a lawsuit against Henry Industries, Inc. (“Henry”) has been proposed in which Henry will pay individuals who executed an agreement with Henry and provided courier or delivery services on behalf of Henry in California from August 19, 2018 to June 17, 2022 (the “Settlement Period”). The lawsuit alleged that Henry had misclassified delivery drivers as independent contractors and sought damages for unpaid wages.
- You may be eligible to receive a share of the settlement fund.
- Henry and the Plaintiffs agreed to a class action settlement that ***affects your rights whether you act or don’t act***. Henry will pay \$300,000.00 to resolve all claims of approximately 80 contractors in California who worked during the Class Period. Read this Notice carefully to consider your options: (continued on next page)

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT AN OPT-IN CLAIM FORM	Receive the Maximum Amount of Money under the Settlement. If you do 1) not exclude yourself from the Settlement and 2) you also submit an Opt-in Claim Form, you will receive an Individual Class Payment and an FLSA Consideration Check and you will release claims as described in Section 13 below.
DO NOTHING	Receive Money. If you do nothing in response to this Notice, you will still receive an Individual Class Payment and you will release claims as described in Section 13 below.
OBJECT	You may write to the Court about why you don't like the settlement.
EXCLUDE YOURSELF	If you do not want to be bound by the Release of Class in Section 13 below, you may exclude yourself and "opt out" of the settlement. If you exclude yourself, you still have the option to submit an Opt-in Claim Form and receive an FLSA Consideration Check. However, if you exclude yourself and you do not submit an Opt-in Claim Form, you will not receive any money related to the Class or FLSA settlements. If you provided services from April 11, 2021 through June 17, 2022 will receive a payment for your portion of the PAGA settlement and will still release claims under the Private Attorneys General Act ("PAGA").

- These rights and options—**and the deadlines to exercise them**—are explained in this 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, after any appeals are resolved.

1. Why did I get this notice package?

You received this notice because Henry's records show that you signed an agreement to provide courier services for Henry in California and performed deliveries during the Settlement Period.

2. What is this lawsuit about?

In 2022, a contractor sued Henry, on behalf of himself and a class of other contractors. The lawsuit was filed as a class action and a California Private Attorneys General Act (PAGA) lawsuit. The lawsuit is about whether Henry misclassified couriers as independent contractors rather than as employees and failed to provide them with certain legal rights that employees have under California law.

Henry maintains that the independent contractor classification is appropriate and denies that it has broken any laws.

While this action was pending, the case was mediated and the parties subsequently entered into an agreement to settle this action.

3. Why is this a class action?

In a class action lawsuit, the plaintiffs sue on behalf of other people who have similar claims. The people who have similar claims to the Plaintiffs are "Class Members." The individuals who sued—and all the Class Members like them—are collectively called the Class.

As part of the settlement approval process, Plaintiffs will ask that the Court certify this case to proceed as a class action.

4. Why is there a settlement?

The Court has not issued a final decision about the case, which has been ongoing for more than a year. Instead of further litigation, which could have taken many more years with no certainty of the outcome, both sides agreed to a class-wide settlement. The settlement provides the Class Members with compensation sooner and allows both sides to avoid the cost of a trial and possible appeals. Plaintiffs and their lawyers think the settlement is in the best interest of the Class Members.

5. How do I know if I am part of the settlement?

You are part of the settlement if you executed an agreement to perform courier services for Henry, either personally or on behalf of a corporate entity, and worked for Henry as a courier at any time from August 19, 2018 to June 17, 2022 in California. You are receiving this notice addressed specifically to you because according to Henry's corporate records you fit this definition.

If you do not satisfy these conditions, you are not a member of the Class and you are not entitled to payment under the Settlement.

6. I'm still not sure if I am included.

If you still are not sure whether you are included, you can call and ask for help. You can call the Class Action Administrator below:

[Admin Contact Information]

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

Henry has agreed to pay \$300,000.00 to resolve the class claims asserted in this action. The money will be allocated as follows:

- Payments to Class Members totaling approximately \$194,325.
- Attorneys' fees not to exceed \$75,000 for class counsel.
- Attorneys' costs not to exceed \$10,675 for class counsel.
- Administration expenses of no more than \$5,000.
- \$10,000 for PAGA penalties, of which 75% (\$7,500) will be paid to the State of California and 25% (\$2,500) will be paid to the Class Members who provided services from April 11, 2021 through June 17, 2022.
- A Representative Service Award not to exceed \$2,500 to Plaintiffs Christine McEvoy and Leng Sam.

8. How much will my payment be?

Class Counsel estimates that after deduction of attorneys' fees, administrative expenses, and payments to the named Plaintiffs, the Participating Class Members will receive approximately \$90 for each pay period that they worked for Henry during the Class Period. This is referred to as your Individual Class Payment.

Class Counsel also estimates that individuals who submit an Opt-in Claim Form shall receive approximately \$10 per pay period that they worked for Henry during the Class Period.

A pay period is approximately two weeks (i.e., Henry contractors were paid approximately twice per month). This amount is only an estimate and may be higher or lower depending on a number of factors, including whether any Class Members choose to exclude themselves from the settlement.

According to Henry's records, you worked for [####] pay periods during the Settlement Period. If you believe that this number of pay periods is inaccurate, please contact the Class Action Administrator on or before [date] to dispute the pay period amount:

[Admin Contact Information]

Any dispute shall be directed to the Settlement Administrator in writing and shall include: (1) the name of the case, (2) their personal information (name, address, etc.), (3) a clear statement that they dispute the computation of workweeks along with the number of workweeks they contend is correct, and (4) supporting documentation (pay stubs, etc.).

9. What is the formula for allocation of the Settlement Fund?

Ninety percent (90%) of the settlement funds, after deduction of fees and expenses and PAGA Penalties, will be distributed among the Class Members who meet the Class definition based on their pro rata *pay periods* worked within the Class Period. The remaining ten percent (10%) of the settlement funds will be distributed to individuals who submit the Opt-in Claim Form.

All class members who provided services from April 11, 2021 through June 17, 2022 will also receive a pro rata share of the PAGA penalties.

10. Will I owe any taxes?

You will receive an IRS Form 1099 for the amount you are sent. You should consult with an accountant or other tax advisor about the tax consequences of your settlement proceeds.

HOW YOU GET A PAYMENT

11. How will I receive a payment?

To receive maximum payment under this Settlement, a Class Members should 1) not exclude themselves from the Settlement so that they receive their Individual Class Payment and 2) submit an Opt-in Claim Form to also receive an FLSA Consideration Check.

If you do nothing in response to this Notice and the settlement is approved, you will receive an Individual Class Payment, but you will not receive an FLSA Consideration Check.

If you provided services from April 11, 2021 through June 17, 2022 will receive a payment for your portion of the PAGA settlement and will still release claims under the Private Attorneys General Act (“PAGA”), regardless of what action you take in response to this Notice.

Because checks are being mailed via US Mail, if you have recently moved or changed your address, or you move or change your address prior to the mailing of settlement payments, please contact the Class Action Administrator to ensure that they have your correct contact information.

12. When would I get my payment?

The Court will conduct a final fairness hearing on [date] at [time] in Courtroom 10, 13th Floor at the Robert T. Matsui United States Courthouse, located at 501 I Street in Sacramento, California to decide whether to approve the settlement. You should receive your payment within approximately eight months of the hearing if the Court approves the settlement. However, payment will be delayed if there are appeals or if the Court declines to approve the settlement.

13. What am I giving up to get a payment?

Under the terms of the settlement, all Class Members who do not exclude themselves will release of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each Participating Class Member had, now has, or may hereafter claim to have against Defendant and the Released Parties that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Action that occurred during the Class Period regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law which occurred during the Class Period, and expressly excluding claims under the Federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period (“Released Class Claims”). The Released Class Claims specifically include all claims for: (1) minimum wage violations (pursuant to Labor Code §§ 226.2, 1182.12, 1194, 1194.2 and 1197); (2) failure to pay all overtime wages (pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198); (3) meal period violations (pursuant to Labor Code §§ 226.7, 512 and 558); (4) rest period violations (pursuant to Labor Code §§ 226.2, 226.7, 516 and 558); (5) failure to reimburse necessary business expenses (pursuant to Labor Code §§ 2802 and 2804); (6) wage statement violations (pursuant to Labor Code §§ 226 *et seq.* and 246); (7) waiting time penalties (pursuant to Labor Code §§ 201 – 203); and (8) unfair competition (pursuant to Bus. & Prof. Code §§ 17200 *et seq.*).

If the Court approves the settlement, your claims described above will be extinguished, regardless of whether you ultimately cash your settlement check.

By signing and submitting an Opt-in Claim Form, you will become a Participating Collective Member and you will also release claims under the federal Fair Labor Standards Act, including claims for unpaid minimum wage and overtime under this federal wage statute.

You are permitted to submit an Opt-in Claim Form to receive their FLSA Release Payment and simultaneously opt out of the Settlement Class or object to the Class Settlement. Likewise,

Settlement Class Members are permitted to do nothing and receive their Class Settlement Payment, but decline to submit the Opt-in Claim Form so that they preserve their rights to pursue claims against Defendants under the FLSA.

All class members who provided services from April 11, 2021 through June 17, 2022 will receive a payment for your portion of the PAGA settlement and will release claims under the Private Attorneys General Act (“PAGA”).

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Plaintiffs and Class Members in this lawsuit:

Harold L. Lichten, Esq.
Lichten & Liss-Riordan, PC
729 Boylston St., Suite 2000
Boston, MA 02116
Contact: Hyun Ji Yim, Settlement
Administrator
Ph: 617-994-5800
E-Mail: claims@llrlaw.com

Jeff Vollmer
Goodwin & Goodwin, LLP
300 Summers Street, Suite 1500,
Charleston, WV 25301
Tel: (304) 346-7000

Adam Rose
Law Office Of Robert Starr
23901 Calabasas Rd., #2072
Calabasas, CA 91302
818-225-9040

These lawyers will be paid from the settlement funds, so you will not be charged personally for their work on this case and in negotiating this settlement.

15. How will the lawyers and Plaintiffs be paid?

Class Counsel will ask the Court to approve payment of up to a) 25% of the settlement fund (\$75,000) for attorneys’ fees as well as a request for litigation expenses not to exceed \$10,675 to compensate the attorneys who have worked on this case since 2022 and b) \$5,000 total as service awards for the named Plaintiffs for their efforts in pursuing this lawsuit and assisting Class Counsel with this litigation. The Court will make the final decision about the amount of attorneys’ fees and the service awards to be paid.

Class Counsel will make their requests to the Court for attorneys' fees and expenses, as well as service awards, on or before [date]. Payment of attorneys' fees and expenses will be made out of the Settlement Fund and you will not be required to pay any fees or expenses out-of-pocket.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I would like to object?

If you are a Class Member, you can object to the settlement if you don't think it is fair, reasonable, or adequate. You may object in writing to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment.

You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the settlement to the Class Action Administrator on or before [date]:

[Admin Contact Information]

You may hire a lawyer to represent you at your own expense. If the settlement is approved over your objection, you will be bound by the release of claims described above.

Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments.

Your Objection will likely become a public record filed in the lawsuit.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I Exclude Myself or opt out of the Settlement?

If you do not wish to be bound by the Class release described in Section 13 above, you must exclude yourself from the settlement. In order to exclude yourself, you must mail a request to the settlement administrator at the address below on or before [date]. It must state at the top of the request "Request for Exclusion from Settlement in McCoy v. Henry Industries," and must include the name, address, telephone number, and signature of the individual requesting exclusion from the settlement. All written requests for exclusion must be returned by First Class U.S. Mail, postmarked no later than [date], to the settlement administrator at:

[Administrator Address]

Requests for exclusion must be exercised individually by you, not as or on behalf of a group, class, or subclass. **If you exclude yourself from the Settlement, you will NOT receive any settlement funds. You will not release your claims described in Section ____ above, however you will still release your claims under the Private Attorneys General Act.**

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a final fairness hearing on [date] at [time] in Courtroom 10, 13th Floor at the Robert T. Matsui United States Courthouse, located at 501 I Street in Sacramento, California to decide whether to approve the settlement.

At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will listen to Class Members who objected to the settlement in accordance with Section 16 above. The Court may also decide how much Class Counsel will receive as attorneys' fees and costs and whether to award the requested service payment to the named Plaintiffs. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to attend the final fairness hearing?

No. Class Counsel will answer any questions that the Court may have at the hearing. You are welcome, however, to attend the final fairness hearing. If you submit a written objection, you don't have to come to the final fairness hearing to talk about it. As long as you submitted your written objection on time, the Court will consider it.

You do not have to attend the final fairness hearing to receive payment under the settlement.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you are a Class Member as described in Section 5 above and do nothing, you will receive a settlement payment and you will be bound by the Class release of claims described in Section 13 above.

By doing nothing, you will not receive an FLSA Consideration Check, and you will not release any claims under FLSA.

Because the settlement checks are being mailed via US Mail, if you have recently moved or changed your address, or you move or change your address prior to the mailing of settlement payments, please contact the Class Action Administrator to ensure that they have your correct

contact information.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the settlement. Additional details are included in the Settlement Agreement itself. You can get a copy of the Agreement by contacting Class Counsel at:

Harold L. Lichten, Esq.
Lichten & Liss-Riordan, PC
729 Boylston St., Suite 2000
Boston, MA 02116
Contact: Hyun Ji Yim, Settlement Administrator
Ph: 617-994-5800
E-Mail: claims@llrlaw.com

Jeff Vollmer
Goodwin & Goodwin, LLP
300 Summers Street, Suite 1500,
Charleston, WV 25301
Tel: (304) 346-7000

Adam Rose
Law Office Of Robert Starr
23901 Calabasas Rd., #2072
Calabasas, CA 91302
818-225-9040

Please do not contact the Court with questions about the settlement.

Opt-in Claim Form

McEvoy, et al. v. Henry Industries, Inc., No. 22-cv-1678 (E.D. Cal.)

Instructions:

You must sign and submit this Form by [] [date] to receive your FLSA Consideration Check.

If you do not submit this Form by [] [date], and you otherwise do not exclude yourself from the Class Settlement, you will still receive your Individual Class Payment as described in Section ____ of the Settlement Notice.

You are permitted to submit this Opt-in Claim Form and simultaneously opt out of the Class Settlement. If you do so, you will only receive the FLSA Consideration Check.

By signing and submitting this Opt-in Claim Form, , I am opting into the case captioned *McEvoy, et al. v. Henry Industries, Inc., No. 22-cv-1678 (E.D. Cal.)*, and I affirm my release of Henry Industries and all other Released Parties of all claims under the federal Fair Labor Standards Act ("FLSA").

Date

Signature

Printed Name: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

EXHIBIT B
[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

Adam Rose
Law Office Of Robert Starr
23901 Calabasas Rd., #2072
Calabasas, CA 91302
818-225-9040
Fax: 818-225-9042
Email: adam@starrlaw.com

Harold L. Lichten, pro hac vice
Matthew Thomson, pro hac vice
Lichten & Liss-Riordan, PC
729 Boylston Street
Suite 2000
Boston, MA 02116
617-994-5800
Email: hlichten@llrlaw.com;
mthomson@llrlaw.com;

*Attorney for Plaintiffs Christne McEvoy and Leng Sam,
individually and on behalf of all others
similarly situated*

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

CHRISTINE MCEVOY AND LENG SAM,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

HENRY INDUSTRIES, INC.,

Defendant

Case No. 2:22-cv-01678-TLN-DB

**[PROPOSED] ORDER ON PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

1 1. The Court, having heard argument and reviewed briefing related to Plaintiffs' Motion for
2 Preliminary Approval of Class Action Settlement, ORDERS as follows:

3
4 2. The Court provisionally certifies the following Settlement Class pursuant to Rule 23 for
5 settlement purposes only:

6 All persons who executed an agreement with Defendant Henry Industries and provided
7 courier or delivery services on behalf of Defendant in California during the Settlement
8 Period (defined as August 19, 2018, through June 17, 2022, (the "Settlement Period").

9 3. The Court finds that the prerequisites for a class action under Rule 23 of the Federal
10 Rules of Civil Procedure have been satisfied in that: (i) the Settlement Class certified
11 herein numbers approximately 80, and joinder of all such persons would be
12 impracticable; (ii) there are questions of law and fact that are common to the Settlement
13 Class, and those questions of law and fact common to the Settlement Class predominate
14 over any questions affecting any individual Settlement Class Member; (iii) the claims of
15 the Named Plaintiffs are typical of the claims of the Class they seek to represent for
16 purposes of settlement; (iv) a class action is superior to other available means of
17 adjudicating this dispute; and (v) as set forth below, Named Plaintiffs and Class Counsel
18 are adequate representatives of the Settlement Class.
19

20 4. Named Plaintiffs Chrstine McEvoy and Leng Sam are designated as representatives of
21 the provisionally certified Settlement Class. The Court preliminarily finds that they are
22 similarly situated to absent Settlement Class Members and therefore typical of the
23 Settlement Class, and that they will be adequate class representatives. Counsel Harold
24 Lichten and Matthew W. Thomson of Lichten & Liss-Riordan, P.C., Adam Rose or Law
25 Office of Robert Starr, and Jeff Vollmer of Goodwin & Goodwin, LLP, whom the Court
26
27
28

1 finds is experienced and adequate counsel for purposes of these settlement approval
2 proceedings, is hereby designated as Class Counsel.

3 5. Phoenix Group is hereby appointed as Settlement Administrator.

4 6. Upon preliminary review, the Court finds that the Settlement Agreement, appears fair,
5 reasonable and adequate, and appears to be within the range of reasonableness of a
6 settlement which could ultimately be given final approval by this Court. Accordingly, the
7 Settlement Agreement is preliminarily approved and is sufficient to warrant sending
8 notice to the Class.

9 7. The Court also finds that the proposed settlement of the FLSA claims constitutes
10 settlement of a bona fide dispute under the FLSA and is a fair and reasonable resolution
11 of the FLSA claims.
12

13 8. A Fairness Hearing shall be held before this Court before the undersigned, Hon. Daniel J.
14 Calabretta, on , 2024, at 1:30 p.m. in Courtroom 10, 13th floor, United States
15 District Court, Robert T. Matsui United States Courthouse, 501 I Street in Sacramento,
16 CA to determine whether the settlement of the Action should be approved as fair,
17 reasonable, and adequate, and finally approved pursuant to Rule 23(e) of the Federal
18 Rules of Civil Procedure.

19 9. Class Counsel shall file their Fee and Service Application at least thirty-five (35) days
20 before the Exclusion/Objection Deadline. Class Counsel shall file their papers in support
21 of final approval of the Settlement Agreement at least thirty-five (35) days before the
22 Fairness Hearing.
23

24 10. Class Counsel, in conjunction with Defendants and the Settlement Administrator, is
25 hereby authorized to establish the means necessary to administer the proposed settlement
26 and implement the claim process, in accordance with the terms of the Settlement
27 Agreement.
28

1 11. The form and content of the proposed Class Notice, and the notice methodology
2 described in the Settlement Agreement, are hereby approved as the best notice
3 practicable.
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8 IT IS SO ORDERED.
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11 Dated: _____, 2024

By: _____

Hon. Daniel J. Calabretta
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

Adam Rose
Law Office Of Robert Starr
23901 Calabasas Rd., #2072
Calabasas, CA 91302
818-225-9040
Fax: 818-225-9042
Email: adam@starrlaw.com

Harold L. Lichten, pro hac vice pending
Matthew Thomson, pro hac vice pending
Zachary Rubin, pro hac vice pending
Lichten & Liss-Riordan, PC
729 Boylston Street
Suite 2000
Boston, MA 02116
617-994-5800
Email: hlichten@llrlaw.com;
mthomson@llrlaw.com;
zrubin@llrlaw.com

*Attorney for Plaintiffs Christne McEvoy and Leng Sam,
individually and on behalf of all others
similarly situated*

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

CHRISTINE MCEVOY AND LENG SAM,
individually and on behalf of all others similarly
situated,

Plaintiff,
v.

HENRY INDUSTRIES, INC.,

Case No. 2:22-cv-01678-TLN-DB

**[PROPOSED] ORDER ON PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS SETTLEMENT**

Defendant

The Court GRANTS Plaintiffs' motion for final approval of class action settlement pursuant to Federal Rule of Civil Procedure 23(e).

1. The Court previously certified the Settlement Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only in its Preliminary Approval Order on ____, 2024.

2. The Court finds that the proposed settlement appears to be the product of serious, informed, arms-length negotiations, and that the settlement was entered into in good faith, and that Plaintiffs have satisfied the standards for final approval of a class action Settlement under federal law.

3. The Court finds the settlement fund to be "fair, reasonable, and adequate," pursuant to Fed. R. Civ. P. 23(e)(2).

4. The Court APPROVES the Claims Administration costs in the amount \$5,000.00.

5. The Court APPROVES the PAGA Penalties and LWDA payment pursuant to the terms of the Settlement Agreement.

6. The Court GRANTS Plaintiffs' motion for attorneys' fees and costs and class representative service awards as follows:

a. The Court APPROVES Plaintiffs' request for an award of attorneys' fees in the amount of \$75,000.00.

b. The Court APPROVES the requested costs in the amount of \$10,625.00.

c. The Court APPROVES class representative service awards of \$2,500.00 to each of the named Plaintiffs.

7. This action is **DISMISSED WITH PREJUDICE**. However, the Court will continue to maintain jurisdiction over the enforcement of the settlement.