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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

Archie Shakespeare and Troy Brown, as
 individuals, on behalf of themselves and all others
 similarly situated and as private attorneys general
 pursuant to the Private Attorneys General Act,

Plaintiffs,

vs.

Ameri-Force Craft Services, Inc., National Steel
 and Shipbuilding Company, and Does 1 through 10,

Defendants.

**Case No. 37-2021-00013962-CU-OE-CTL
 CLASS ACTION**

*(Assigned to the Hon. Katherine Bacal - Dept.
 C-69)*

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

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1 Subject to Court approval, this Joint Stipulation of Class Action Settlement and Release (the
2 “Settlement” or “Agreement”) is entered into by Plaintiffs Archie Shakespeare and Troy Brown
3 (“Plaintiffs”) and Defendant Ameri-Force Craft Services, Inc. (“Defendant”). Plaintiffs and Defendant
4 are collectively referred to in this Agreement as the “Parties.”

5 **I. DEFINITIONS**

6 In addition to terms defined elsewhere in the Settlement, as used in this Settlement, the following
7 terms have the meanings indicated below:

8 **A. “Action”**

9 The civil action filed on April 1, 2021 in San Diego County Superior Court entitled *Shakespeare,*
10 *et al. v. Ameri-Force Craft Services, Inc., et al.*, Case No. 37-2021-00013962-CU-OE-CTL.

11 **B. “Claims Administrator”**

12 CPT Group, which will perform the customary duties of a settlement administrator including, but
13 not limited to, the duties enumerated in this Agreement.

14 **C. “Class”**

15 All persons who are or have been employed by Defendant in California as non-exempt employees
16 at any time from April 1, 2017 through the date of preliminary approval.

17 **D. “Class Counsel”**

18 Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C. and Lonnie C. Blanchard III of The
19 Blanchard Law Group, APC.

20 **E. “Class Member”**

21 An individual who falls within the definition of the Class.

22 **F. “Class Notice”**

23 The Notice which the Claims Administrator will mail to each Class Member explaining the terms
24 of the settlement contemplated by this Agreement in a format that is mutually acceptable to the parties.
25 The form of the Class Notice to be used is attached hereto as *Exhibit A*.

26 **G. “Class Period”**

27 April 1, 2017 through the date of preliminary approval.
28

1 **H. “Class Representatives” and “Plaintiffs”**

2 Plaintiffs Archie Shakespeare and Troy Brown.

3 **I. “Class Representative Payments”**

4 The Court-approved service payments to Plaintiffs Archie Shakespeare and Troy Brown for their
5 services as Class Representatives and in exchange for their execution of the release described herein.

6 **J. “Counsel for Defendant”**

7 Aaron A. Buckley of Paul, Plevin, Sullivan & Connaughton LLP

8 **K. “Day” or “Days”**

9 If any deadline or due date is a holiday, Saturday, or Sunday, the day or deadline shall continue
10 to the next business day.

11 **L. “Defendant”**

12 Defendant Ameri-Force Craft Services, Inc.

13 **M. “Employer Payroll Taxes”**

14 The amount of FICA, FUTA, and all other state and federal payroll taxes on the Settlement
15 Payments made to class members that Defendant is required to pay by law when paying wages to Class
16 Members.

17 **N. “Final Approval Hearing”**

18 The hearing contemplated by the Parties at which the Court will finally approve the settlement
19 and make such other final rulings as contemplated by this Settlement.

20 **O. “Final Approval Order and Judgment”**

21 The Court’s order granting final approval of the Settlement, which will constitute a “judgment”
22 within the meaning of Code of Civil Procedure section 577.

23 **P. “Final Effective Date”**

24 The first date after the Court has by entry of Preliminary and Final Approval Orders:

- 25 1. Approved the certification of the Class for settlement purposes;
- 26 2. Preliminarily approved the settlement set forth in this Settlement and the method of
27 providing the Court-approved Class Notice to the certified class;
- 28 3. Entered a Final Approval Order approving this settlement and the Final Judgment;

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4. The time to appeal from the Final Approval Order and Judgment has expired and no notice of appeal or other collateral attack has been filed; and
 5. If an appeal or other collateral attack is filed, the latest of the following, if applicable, has occurred:
 - a. The Final Approval Order and Judgment has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court;
 - b. The time to petition for review with respect to any appellate decision affirming the Final Approval Order and Judgment has expired; or
 - c. If a petition for review of an appellate decision or other collateral attack is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court.

Q. “Gross Individual Settlement Payment”

The gross amount of the Maximum Settlement Distribution Amount that each Participating Class Member will be paid to resolve the non-PAGA settlement. The sum of these Gross Individual Settlement Payments to individual Class Members shall constitute the “Class Settlement Payment.”

R. “Maximum Gross Settlement Amount”

The Maximum Gross Settlement Amount that Defendant shall cause to be paid pursuant to this Settlement, which is \$650,000. That sum includes the following:

1. the Class Representative Payments to Archie Shakespeare and Troy Brown in the amount of up to \$10,000 each, as approved by the Court;
2. Class Counsels’ attorney’s fees in an amount up to \$216,667, which is approximately 33-1/3% of the Maximum Gross Settlement Amount, incurred or to be incurred in the Settlement of the Action, and any appeals, as approved by the Court;

- 1 3. Class Counsel’s costs and expenses associated with the Action in an amount of up to
2 \$20,000 incurred or to be incurred in the Settlement of the Action, and any appeals, as
3 approved by the Court;
- 4 4. the fees and expenses of the Claims Administrator, estimated at \$10,500 and as further
5 described in Paragraph 24 below, as approved by the Court;
- 6 5. the employee portion of all applicable tax withholdings including, but not limited to, FICA,
7 SDI, and other employment-related taxes and withholding of federal, state, and local
8 income taxes;
- 9 6. the PAGA Payment of \$30,000, 75% of which (\$22,500) will be remitted to the Labor
10 Workforce Development Agency and 25% of which (\$7,500) will remain available to
11 PAGA Members and allocated in the same manner as the individual amounts to class
12 members; and
- 13 7. the remainder of approximately \$352,833 (which does not include the \$7,500 from the
14 PAGA payment available to the Class Members as indicated above).

15 The net amount referenced in subdivision 7 above, shall be distributed to Participating Class
16 Members in accordance with this Agreement.

17 **S. “PAGA Member”**

18 An individual who is or has been employed by Defendant in California as a non-exempt employee
19 at any time from April 1, 2020 through the date of preliminary approval.

20 **T. “PAGA Payment”**

21 The amount of \$30,000, 75% of which (\$22,500) shall be remitted to the California Labor and
22 Workforce Development Agency for the resolution of all Class Members’ claims under the California
23 Private Attorneys General Act (“PAGA”), California Labor Code Section 2698, *et. seq.*, and 25% of
24 which (\$7,500) will be separately paid to PAGA Members according to the same formula used to
25 determine payments to Participating Class Members.

26 **U. “PAGA Period”**

27 April 1, 2020 through the date of preliminary approval.

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1 **V. “Participating Class Members”**

2 Those members of the Class who have not requested to be excluded from the class. “Settlement
3 Class” means all Participating Class Members.

4 **W. “Preliminary Approval Order”**

5 The order of the Court granting preliminary approval of this Settlement Agreement on the terms
6 provided herein or as the same may be modified by subsequent mutual agreement of the Parties with, as
7 appropriate, the Court’s approval.

8 **X. “Released Claims”**

9 Those claims identified in Section IX.A.

10 **Y. “Released PAGA Claims”**

11 “Released PAGA Claims” means any and all known and unknown claims for relief which
12 Plaintiffs or any PAGA Members have had or now have against the Released Parties or any of them for
13 any or all claims asserted in the operative complaint or which could have been asserted based upon the
14 allegations in operative complaint under the California Labor Code Private Attorneys General Act of
15 2004, California Labor Code §§ 2698 *et seq.* (“the PAGA”). “Released PAGA Claims” includes all types
16 of relief available for the above-referenced claims under the PAGA.

17 **Z. “Released Parties”**

18 “Released Parties” means Defendant and all of Defendant’s clients with whom Class Members
19 have been assigned to work by Defendant during the Class Period while such Class Members were
20 employed by Defendant (including but not limited to National Steel and Shipbuilding Co. (NASSCO),
21 and each and all of their past and present parent, subsidiary, and affiliated corporations, entities,
22 divisions, units, successors, general and limited partners, joint venturers and affiliates, and each of their
23 benefits plans, respective current and former directors, officers, managers, employees, principals,
24 members, agents, insurers, reinsurers, shareholders, trustees, agents, attorneys, advisors, representatives,
25 general partners, limited partners, joint venturers, and affiliated companies, and each of their respective
26 executors, predecessors, successors, assigns and legal representatives.
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1 **AA. “Settlement Class Members’ Released Claims”**

2 “Settlement Class Members’ Released Claims” shall mean any and all claims, debts, liabilities,
3 demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action
4 which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the
5 operative complaint filed in this action, including without limitation to, claims for restitution and other
6 equitable relief, claims for unpaid wages, unpaid overtime wages, meal/rest period penalties, waiting
7 time penalties, unfair business practices, failure to provide accurate wage statements, declaratory relief,
8 accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act
9 of 2004 (Labor Code Section 2698 *et seq.*), claims for penalties of any nature whatsoever arising out of
10 the Released Claims. This release shall apply to claims arising at any point during the Class Period. The
11 release shall exclude claims for vested benefits, wrongful termination, unemployment insurance,
12 disability, workers’ compensation, and claims outside of the Class Period.

13 **Notwithstanding anything otherwise provided in this Agreement, any releases contained in**
14 **this Agreement do not include and specifically exclude the release of any claims of Shakespeare**
15 **against NASSCO or any of its past and present parent, subsidiary, and affiliated corporations,**
16 **entities, divisions, units, successors, general and limited partners, joint venturers and affiliates,**
17 **and each of their benefits plans, respective current and former directors, officers, managers,**
18 **employees, principals, members, agents, insurers, reinsurers, shareholders, trustees, agents,**
19 **attorneys, advisors, representatives, general partners, limited partners, joint venturers, and**
20 **affiliated companies, and each of their respective executors, predecessors, successors, assigns and**
21 **legal representatives.**

22 **II. BACKGROUND AND REASONS FOR SETTLEMENT**

23 1. On April 1, 2021, Plaintiff filed a Class Action Complaint in the Superior Court of the
24 County of San Diego, California. On April 7, 2021, Plaintiff filed a First Amended Class Action
25 Complaint. On August 23, 2021, Plaintiff filed a Second Amended Class Action Complaint adding Troy
26 Brown as a Plaintiff. On April 25, 2022, Plaintiffs filed the operative Third Amended Complaint.
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1 2. In the Third Amended Complaint, Plaintiffs allege that they and the Class Members and
2 PAGA Members were not paid for time spent waiting for and going through an entrance and/or exit
3 security process prior to, during, or after their shifts, donning or doffing personal protective equipment,
4 having their temperatures checked, and/or traveling between security check points and the location where
5 they worked, among other claims, allegations, and legal theories.

6 3. In the Third Amended Complaint, Plaintiffs asserted causes of action against Defendant
7 for (1) failure to pay wages for hours worked; (2) wage statement and record-keeping violations; (3) violation
8 of Business & Professions Code Section 17203; and (4) recovery of civil penalties pursuant to the PAGA.
9 Plaintiffs sought damages and restitution on their own behalf and on behalf of Class Members and PAGA
10 Members for lost wages, business expenses, interest, penalties, injunctive relief, attorney's fees and costs
11 among other relief. Defendant denies all the allegations in Plaintiffs' Complaint, First Amended
12 Complaint, Second Amended Complaint, Third Amended Complaint and PAGA letter described below
13 and contends that the Court should not certify the class action proposed by Plaintiffs other than for the
14 sole purpose of this Settlement.

15 4. On April 2, 2021, to satisfy the statutory exhaustion requirements of the PAGA, Plaintiff
16 Shakespeare submitted a letter to the Labor Workforce Development Agency setting forth allegations of
17 Defendant's Labor Code violations. On June 16, 2021, Plaintiff Brown submitted a letter to the Labor
18 Workforce Development Agency setting forth allegations of Defendant's Labor Code violations.
19 Defendant denies all the allegations in the PAGA letters.

20 5. After early meet and confer efforts and formal and information discovery, the Parties
21 agreed to attempt to resolve this matter through private mediation. In response to discovery and in
22 connection with the mediation, Defendant produced extensive data and documents, including time sheets
23 and time-keeping data, payroll records and data, company policies, and other related documents.
24 Defendant asserts that Defendant did not violate any provision of the Labor Code and does not owe any
25 amounts.

26 6. On May 31, 2022, the Parties attended a mediation session presided over by Jeff Krivis, a
27 mediator with significant experience in wage and hour class actions. The Parties were represented by
28

1 their respective counsel during the good-faith negotiations facilitated by Mr. Krivis. After many hours
2 of negotiation, Mr. Krivis made a mediator's proposal, which the Parties accepted. A Memorandum of
3 Understanding was signed by the parties on or about June 3, 2022.

4 7. Class Counsel have conducted a thorough investigation into the facts of this case and have
5 diligently pursued an investigation of the Class Members' and PAGA Members' claims against
6 Defendant, including reviewing and analyzing hundreds of pages of relevant documents, spreadsheets,
7 researching the applicable law and the potential defenses, reviewing and analyzing thousands of cells of
8 electronic pay and time-keeping data and preparing a damage analysis based on same, discussing the
9 case with putative class members, propounding multiple rounds of discovery to Defendant, reviewing
10 Defendant's discovery responses, and taking the depositions of Defendant's representatives. Based on
11 their own independent investigation and evaluation, Class Counsel believe that the Settlement is fair,
12 reasonable, and adequate and is in the best interest of the Class considering all known facts and
13 circumstances, including the risk of significant delay, the risk of not obtaining certification, the defenses
14 asserted by Defendant, and potential appellate issues.

15 8. The Parties desire to settle all claims against Defendant asserted in the Action. The Parties
16 agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval
17 of this Settlement, to effectuate its terms, and to obtain the entry of Judgment consistent with this
18 Agreement.

19 **III. NO ADMISSION**

20 9. Nothing contained in this Settlement shall be construed or deemed an admission of liability,
21 culpability, negligence, or wrongdoing on the part of Defendant or Released Parties, and Defendant
22 denies liability therefore. While Defendant believes that this Action meets the prerequisites for
23 certification of a settlement class, the fact that Defendant seeks approval of this Settlement in the form
24 of a class action shall not be construed as an admission that the underlying action was properly brought
25 as a class action or a representative action under California Business and Professions Code section 17200
26 or the PAGA for purposes other than settlement. The Parties have entered this Settlement with the
27 intention to avoid further disputes and litigation with the attendant inconvenience and expenses as
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1 between themselves. Settlement of the Action, the negotiation and execution of this Joint Stipulation,
2 and all acts performed or documents executed pursuant to or in furtherance of this Joint Stipulation or
3 the Settlement: (1) are not, shall not be deemed to be, and may not be used as, an admission or evidence
4 of any wrongdoing or liability on the part of Defendant; (2) are not, shall not be deemed to be, and may
5 not be used as, an admission or evidence of any fault or omission on the part of Defendant in any civil,
6 criminal, administrative, or arbitral proceeding in any court, administrative agency or other tribunal; and
7 (3) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the
8 appropriateness of these or similar claims for class certification or administration other than for purposes
9 of administering this Settlement. This Settlement shall be inadmissible in evidence in any proceeding,
10 except an action or proceeding to approve, interpret, or enforce the terms of the Settlement.

11 **IV. CERTIFICATION OF A CODE OF CIVIL PROCEDURE SECTION 382 CLASS**

12 10. For Settlement purposes only, the Parties stipulate to conditional certification of the
13 Settlement Class (“Class”), an opt-out class under California Code of Civil Procedure 382, that is defined
14 as follows:

15 All persons who are or have been employed by Ameri-Force Craft Services, Inc. in
16 California as nonexempt employees at any time from April 1, 2017 through the date of
17 preliminary approval.

18 11. The Parties stipulate that Plaintiffs Archie Shakespeare and Troy Brown shall be appointed
19 as Class Representatives for the Settlement Class.

20 12. The Parties stipulate that Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C. and Lonnie
21 C. Blanchard III of The Blanchard Law Group, APC shall be appointed Class Counsel for the Settlement
22 Class.

23 13. The stipulations to certify the Settlement Class are completely contingent upon final
24 approval of this Agreement by the Court and are made for settlement purposes only. If the Settlement is
25 not approved by the Court, is overturned on appeal, or does not become final for any other reason, the
26 Parties agree that the certification of the Settlement Class is void *ab initio* and that, if necessary, they
27 shall stipulate to decertification of the Settlement Class without prejudice to the propriety of class
28 certification being adjudicated on the merits.

1 **V. TERMS OF THE SETTLEMENT**

2 **A. Maximum Gross Settlement Amount**

3 14. The Maximum Gross Settlement Amount under this Settlement as defined above is
4 \$650,000. Under no circumstances will Defendant be required to pay more than \$650,000 under this
5 Settlement Agreement, except that Defendant will also pay all required Employer Payroll Taxes due on
6 the wages paid to Class Members in addition to the \$650,000.

7 15. The Settlement is non-reversionary and will not require Class Members to submit claim
8 forms. Class Members not requesting to be excluded will still be bound by the Settlement. All PAGA
9 Members shall be bound by the Settlement and shall have no option to opt out or otherwise exclude
10 themselves from the Settlement with respect to Settled PAGA Claims.

11 16. The Maximum Gross Settlement Amount shall be provided to the Claims Administrator
12 for distribution sufficiently in advance for the Claims Administrator to meet its obligations under the
13 Settlement Agreement. If the Settlement Agreement is canceled, rescinded, terminated, voided, or
14 nullified, however that may occur, or the settlement of the Action is barred by operation of law, is
15 invalidated, is not approved or otherwise is ordered not to be carried out by the Court or any court of
16 competent jurisdiction, Defendant will cease to have any obligation to pay or provide any portion of the
17 Maximum Gross Settlement Amount to anyone under the terms of this Settlement Agreement.

18 **B. Attorney's Fees and Costs**

19 17. The Action seeks the recovery of attorney's fees and costs pursuant to the California Labor
20 Code, *inter alia*. The Parties agree that all such claims for attorney's fees and costs by Class Counsel
21 against Defendant and the Released Parties have been settled in this Joint Stipulation subject only to
22 approval by the Court, whether incurred to date or in the future due to the defense of the settlement,
23 administration of the settlement, or appeal from the settlement, *inter alia*.

24 18. Defendant agrees that Class Counsel will apply to the Court for an award of attorney's fees
25 and costs, which will be scheduled for determination at the final fairness and approval hearing. Class
26 Counsel will apply for, and Defendant will not oppose, an award of attorney's fees in an amount up to,
27 but not to exceed \$216,667, which is approximately 33-1/3% of the Maximum Gross Settlement Amount,
28 and litigation costs and expenses in the maximum amount of \$20,000, all of which shall be paid

1 exclusively from the Maximum Gross Settlement Amount and will compensate Class Counsel for all of
2 the work already performed in the Action and all work remaining to be performed in documenting the
3 Settlement, securing Court approval of the Settlement, administering the Settlement, ensuring that the
4 Settlement is fairly administered and implemented, and litigating any appeals or other collateral attacks
5 (including any appeal of a ruling on attorney's fees and/or costs), as well as the litigation costs incurred
6 by Class Counsel.

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8 19. If the Court approves less than the requested fees and costs, the difference between the
9 amount sought and the amount approved shall be distributed to Participating Class Members in
10 accordance with the distribution formula set forth in this Agreement.

11 20. All claims for attorney's fees and costs or expenses that Plaintiffs, the Class Members,
12 Settlement Class Members, and PAGA Members may possess against Defendant and the Released
13 Parties have been compromised and resolved in this Joint Stipulation. Any proceedings related to Class
14 Counsels' application for attorney's fees and costs shall not terminate or cancel this Joint Stipulation. If
15 Class Counsel appeals an adverse ruling of the Court regarding its fee and cost application, the ruling of
16 the appellate court (regardless of its substance) shall not constitute a material alteration of a term of this
17 Joint Stipulation, and no amounts (including but not limited to the Maximum Gross Settlement Amount)
18 shall be due to be paid by Defendant until after conclusion of said appeal or collateral attack. Class
19 Counsel waives and releases any claim for fees and costs against Defendant and the Released Parties
20 more than that which are allowed on appellate review or collateral attack (if any) of the Court's fees and
21 costs decision or otherwise, and an award of less than the maximum amount in attorney's fees or costs
22 or both on appellate review shall not be a breach of or valid reason for Plaintiffs or their counsel to
23 rescind or withdraw from the settlement.

24 21. No later than 15 calendar days after the Court's approval of Class Counsel's application
25 for attorney's fees and costs, Class Counsel shall deliver to the Claims Administrator written instructions
26 that describe the manner and mode of payment of such attorney's fees and costs (and, in the absence of
27 such instructions, such attorney's fees and costs shall be sent by U.S. mail as set forth below) and fully-
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1 executed Form W-9s and other documentation required by the Claims Administrator (if any) with respect
2 to all persons or entities to whom some or all of the attorney's fees and costs shall be paid.

3 22. Assuming the conditions precedent have been met, no later than 15 calendar days after the
4 Final Effective Date, Defendant shall wire transfer the Maximum Gross Settlement Amount to the Claims
5 Administrator. Assuming the conditions precedent have been met, no later than seven calendar days after
6 the receipt of the Maximum Gross Settlement Amount from Defendant, the Claims Administrator shall
7 issue a payment to Class Counsel for the amount of attorney's fees and costs approved by the Court and
8 in accordance with the instructions provided by Class Counsel.

9 23. The Claims Administrator will issue to Class Counsel and other IRS Form 1099s for the
10 amounts paid for attorney's fees and costs under this Settlement.

11 **C. Payment to Claims Administrator**

12 24. The fees and expenses of the Claims Administrator are estimated to be \$10,500. To the
13 extent that the costs of administration exceed \$10,500 and the Court approved a greater payment, the
14 shortfall will be taken from the Maximum Settlement Distribution Amount and thereby reduce the
15 amount payable to the Participating Class Members. To the extent the cost of administration is less than
16 \$10,500, the excess shall become part of the Maximum Settlement Distribution Amount and shall
17 increase the amount payable to the Participating Class Members.

18 25. On or before the date of the Final Approval Hearing, the Claims Administrator shall deliver
19 to Counsel for Defendant a fully executed Form W-9.

20 26. Assuming the conditions precedent have been met, at the time it receives the Maximum
21 Gross Settlement, the Claims Administrator may issue a payment to itself for the fees approved by the
22 Court.

23 27. Defendant will issue to the Claims Administrator an IRS Form 1099 for the sum paid to it
24 under this Settlement.

25 **D. Class Representative Payment to Class Representatives**

26 28. Defendant agrees that Plaintiffs will apply to the Court for Class Representative Payments,
27 which will be scheduled for determination at the final fairness and approval hearing, in amounts up to
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1 \$10,000 each, which shall be paid exclusively from the Maximum Gross Settlement Amount and will
2 compensate Plaintiffs for their services as Class Representative and their execution of a general release
3 as set forth in this Agreement. Defendant will not oppose Plaintiffs' application for Class Representative
4 Payments up to the stated amount. The amount, if any, by which the Class Representative Payments are
5 less than the maximum amount which can be sought pursuant to this Agreement shall be part of the
6 Maximum Settlement Distribution Amount. The Court may allocate less to Plaintiffs without impacting
7 the validity and enforceability of the Agreement.

8 29. Upon the Effective Date, Plaintiffs release all claims against Defendant and Released
9 Parties as set forth in the Class Representative Release in Paragraph 67.

10 30. Any Class Representative Payment awarded by the Court shall be in addition to the
11 payment, if any, Plaintiffs may otherwise receive as a Participating Class Member and PAGA Member
12 and shall not be subject to payroll tax withholding and deductions.

13 31. Assuming the conditions precedent have been met, no later than seven calendar days after
14 the receipt of the Maximum Gross Settlement Amount from Defendant, the Claims Administrator shall
15 issue the Class Representative Payments as directed by Class Counsel on behalf of Plaintiffs in the
16 amount approved by the Court, subject to all authorized and required deductions.

17 32. The Claims Administrator will issue IRS Form 1099-MISC to Plaintiffs for the Class
18 Representative Payments.

19 **E. Distribution to Participating Class Members**

20 The Maximum Settlement Distribution Amount available to Participating Class Members shall
21 be distributed as set forth below.

22 33. The Net Settlement Fund will be allocated and paid to Participating Class Members on a
23 proportional basis based on the number of pay periods worked by each Participating Class Member as a
24 nonexempt employee of Defendant in California during the Class Period.

25 34. Payments made to Participating Class Members shall be allocated between wages and non-
26 wage income as follows: 20% wages and 80% non-wage income. From the portion which is allocated as
27 wages shall be withheld the employee's share of payroll and income taxes and all other applicable
28

1 deductions or withholding required by law. No withholdings shall be made from the 80% portion of the
2 payments made to Participating Class Members that is allocated to interest, penalties and other amounts.

3 **F. PAGA Payment**

4 35. The Parties have agreed to allocate \$30,000 for the resolution of all claims under the
5 PAGA. 75% of the PAGA Payment (\$22,500) will be remitted to the California Labor and Workforce
6 Development Agency. The remaining 25% (\$7,500) will be distributed to the PAGA Members on a
7 proportional basis based on the number of pay periods worked by each PAGA Member during the PAGA
8 Period, and all amounts shall be allocated as penalties and non-wage amounts.

9 36. The PAGA Payment is subject to review and approval by the Court as part of the settlement
10 process pursuant to Labor Code section 2699(1)(2). This Settlement is contingent on the Court approving
11 the PAGA release and payment. Plaintiffs shall make all appropriate notifications to the California Labor
12 and Workforce Development Agency (“LWDA”) to finalize and ensure the PAGA Settlement is binding
13 and a final resolution, including but not limited to submission of the Settlement pursuant to Labor Code
14 section 2699(1)(2).

15 37. Assuming the conditions precedent have been met, within 10 calendar days after the receipt
16 of the Maximum Gross Settlement Amount from Defendant, the Claims Administrator will remit 75%
17 of the PAGA Payment to the LWDA.

18 **VI. APPOINTMENT AND DUTIES OF CLAIMS ADMINISTRATOR**

19 38. The Claims Administrator shall perform the following duties in connection with
20 administration of the Settlement: (1) using the data provided by Defendant to prepare the Class Notice
21 for each Class Member; (2) address verification measures; (3) mailing the Class Notice to Class
22 Members; (4) tracking non-delivered Class Notices and taking reasonable steps to re-send them to Class
23 Members’ current addresses; (5) setting up a settlement website which contains copies of all papers and
24 orders filed in connection with preliminary and final approval, including the final Settlement Agreement,
25 Complaint, and Final Judgment; (6) tracking and timely reporting to Class Counsel and Counsel for
26 Defendant about the received requests for exclusion; (7) calculating and paying the amounts due to each
27 Participating Class Member and PAGA Members pursuant to the Settlement; (8) calculating the amount
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1 of Employer Payroll Taxes and informing Defendant of the amount to transmit to the Claims
2 Administrator for payroll taxes which are not as a matter of law deductible from wage payments; (9)
3 paying the applicable employee and Employer Payroll Taxes and deductions; (10) resolving disputes (if
4 any) by Class Members/PAGA Members regarding the number pay periods or other matters, after timely
5 notice to and consultation with Class Counsel and Counsel for Defendant; (11) transmitting funds to
6 resolve the PAGA claim to the State of California as designated; (12) issuing payments to Class Counsel
7 and the Class Representatives and associated tax forms; and (13) issuing any payments to the *cy pres*
8 recipient. The Claims Administrator (along with any of its agents) shall represent and warrant that it will:
9 (a) provide reasonable and appropriate administrative, physical and technical safeguards for any
10 personally identifiable information (“PII”) which it receives from Defendant; (b) not disclose the PII to
11 Plaintiffs or any party or third parties, including agents or subcontractors, without Defendant’s consent
12 or as required by law; (c) not disclose or otherwise use the PII other than to carry out its duties as set
13 forth herein; and (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use,
14 disclosure, modification, or destruction.

15 39. All disputes relating to the Claims Administrator’s performance of its duties will be
16 referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all
17 payments and obligations contemplated by this Settlement have been fully carried out.

18 **VII. NOTICE TO THE CLASS OF THE SETTLEMENT AND THE CLAIM PROCESS**

19 **A. Mailing the Notice Packets to the Class Members**

20 40. Within 30 calendar days after the Court enters its Preliminary Approval Order, Defendant
21 will provide to the Claims Administrator a database that lists, for each Class Member and PAGA
22 Member, the individual’s name, Social Security Number, last known address and telephone number; and
23 number of pay periods worked by each settlement class member as a nonexempt employee of Defendant
24 in California during the Class Period and the PAGA Period. This database will be drawn from
25 Defendant’s payroll records and will be in a format acceptable to the Claims Administrator. The data
26 provided to the Claims Administrator, Defendant, and Class Counsel will remain confidential and will
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1 not be disclosed to anyone other than Class Counsel except as required by law, by applicable tax
2 authorities, pursuant to Defendant's express written consent, or by order of the Court.

3 41. Upon receipt of the database from Defendant, the Claims Administrator will run the
4 addresses through the United States Postal Service ("USPS")'s National Change of Address database.
5 Upon receipt of the updated addresses, the Claims Administrator will apply address updates prior to
6 mailing settlement notices via First-Class Mail.

7 42. Within 15 calendar days after Defendant provides the Claims Administrator the
8 information, the Claims Administrator will mail by first-class mail the Class Notice to all Class Members
9 at their last known address unless modified by any updated address information that the Claims
10 Administrator obtains in the course of administration of the Settlement.

11 43. The Claims Administrator will use standard devices, including the National Change of
12 Address database or equivalent, to obtain forwarding addresses prior to mailing and will use appropriate
13 skip tracing to take appropriate steps to maximize the probability that the Class Notice will be received
14 by all Class Members. Class Members to whom the Class Notice is resent after having been returned
15 undeliverable to the Claims Administrator shall have 10 calendar days thereafter, or until the response
16 deadline has expired, whichever is later, to mail, fax or email the request for exclusion, an objection,
17 and/or submit a challenge to the wage statement calculation. Class Notices that are re-sent shall inform
18 the recipient of this adjusted deadline. If a Class Member's Class Notice is returned to the Claims
19 Administrator more than once as non-deliverable, no additional Class Notice shall be sent.

20 44. The Claims Administrator shall provide regular reports to Class Counsel and Defendant's
21 Counsel as to the mailings of Class Notice and the receipt of requests for exclusion and objections prior
22 to the close of the period in which claims can be made.

23 **B. Settlement Website**

24 45. The Claims Administrator will create a settlement website which shall contain copies of
25 all papers and orders filed in connection with preliminary and final approval, including the final
26 Settlement Agreement and Third Amended Complaint. These documents will be posted not later than
27 the mailing of the Class Notice and will remain posted until the date of final approval. Unless otherwise
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1 ordered by the court, to comply with California Rules of Court, Rule 3.771, the Claim Administrator will
2 also post on its website the Final Approval Order and Judgment for no more than 60 days after entry of
3 Final Approval Order. Alternatively, to comply with California Rules of Court, rule 3.771, the settlement
4 checks shall include the following language on the check: “A Court has approved settlement of the class
5 action and PAGA representative actions and entered judgment for claims asserted against Defendant
6 Ameri-Force Craft Services, Inc. in *Shakespeare, et al. v. Ameri-Force Craft Services, Inc., et al.*, San
7 Diego County Superior Court, Case No. 37-2021-00013962-CU-OE-CTL.”

8 **C. Challenges to the Number of Pay Periods Data Contained in Class Notice**

9 46. The Class Notice mailed to the Class Members will include the Class Member’s and/or
10 PAGA Member’s estimated Gross Individual Settlement Payment and PAGA Payment and the number
11 of pay periods worked during the Class Period and PAGA Period.

12 47. Class Members will have the opportunity to challenge the information pre-printed on their
13 individualized Class Notice, including the number of pay periods worked during the Class Period and
14 PAGA Period, by submitting a written challenge in connection with the Class Notice within the time
15 period provided. All challenges must be postmarked, or if emailed or faxed, the “sent” date must be no
16 later than 45 calendar days after the initial date of mailing of the Class Notice. Class Members to whom
17 the Class Notice is resent after having been returned undeliverable to the Claims Administrator shall
18 have 10 calendar days thereafter, or until the response deadline has expired, whichever is later, to mail,
19 fax or email a challenge to the gross earnings calculation.

20 48. Timely challenges will be resolved without hearing by the Claims Administrator after
21 consultation with Class Counsel and Counsel for Defendant. The Claims Administrator will evaluate the
22 evidence submitted by the Class Member and will make a final determination based on its evaluation of
23 all the evidence presented. All determinations will be made no later than 15 calendar days within receipt
24 of the challenge.

25 **D. Objections to Settlement**

26 49. The Class Members will have 45 calendar days after the date on which the Claims
27 Administrator mails the Class Notice to object to the Settlement by serving on the Claims Administrator
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1 a written objection to the Settlement that must postmarked, or if emailed or faxed, the “sent” date must
2 be on or before the 45-day deadline. Class Members to whom the Class Notice is re-sent after having
3 been returned undeliverable to the Claims Administrator shall have 10 calendar days thereafter, or until
4 the response deadline has expired, whichever is later, to mail, fax or email an objection.

5 50. Any Class Member who has elected not to participate in the Settlement pursuant to the
6 procedure set forth in Paragraph 53 below may not submit an objection to the Settlement.

7 51. A Class Member who does not serve a written objection in the manner and by the deadline
8 specified above will be deemed to have waived any objection and will be foreclosed from making any
9 objections to the Settlement whether by appeal or otherwise. If a Class Member submits an objection and
10 a request for exclusion, the objection shall be disregarded, and the exclusion will be honored and the
11 Class Member will be excluded from the Class.

12 52. The Claims Administrator shall provide the Parties a copy of any objections received
13 within one day of receipt. Counsel for the Parties shall file any objections and any response thereto at
14 least seven calendar days before the Final Approval Hearing.

15 **E. Election Not to Participate in the Class Settlement**

16 53. For a Class Member to request exclusion validly and effectively from this Settlement, the
17 Class Member must submit to the Claims Administrator a request for exclusion from the Settlement
18 according to the procedures set forth in the Class Notice. If additional information is required, the Claims
19 Administrator will communicate with the Class Member. To be valid, the request for exclusion must be
20 postmarked, or if emailed or faxed, the “sent” date must be no later than 45 calendar days after the date
21 of mailing of the Class Notice. Class Members to whom the Class Notice is re-sent after having been
22 returned undeliverable to the Claims Administrator shall have 10 calendar days thereafter, or until the
23 response deadline has expired, whichever is later, to mail, fax or email the request for exclusion. No
24 request for exclusion will be accepted if postmarked for delivery to the Claims Administrator after the
25 deadline indicated.

26 54. Any Class Member who does not properly and timely submit a request for exclusion will
27 automatically be bound by all terms and conditions of the Settlement, including its release of claims, if
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1 the Settlement is approved by the Court and will be bound by the Final Approval Order, regardless of
2 whether the Class Member has objected to the Settlement.

3 55. A Class Member who properly and timely submits a request for exclusion will not be bound
4 by the Settlement and will remain free to contest any claim brought by Plaintiffs that would have been
5 barred by the Settlement, and nothing in this Settlement will constitute or be construed as a waiver of
6 any defense which Defendant has or could assert against such a claim. PAGA Members cannot opt out
7 of settlement of the Released PAGA Claims.

8 56. Plaintiffs may not opt-out of the Settlement Class.

9 **F. Reports and Declaration by Claims Administrator**

10 57. No later than 15 calendar days after expiration of the 45-day deadline for submission of
11 written requests not to participate in the Class Settlement, the Claims Administrator will submit to Class
12 Counsel and Counsel for Defendant a report setting forth the people (identified by name and the last four
13 digits of their Social Security Number) who as of that date have submitted (a) valid requests for
14 exclusion, and (b) invalid requests to be excluded from the Settlement (the “Opt-Out Report”). If the
15 Claims Administrator subsequently receives a request not to participate in the Settlement, it will promptly
16 distribute an updated Opt-Out Report.

17 58. No later than the date when Plaintiffs files their motion for final approval of the Settlement,
18 the Claims Administrator will prepare and submit for filing in support of the motion a declaration
19 attesting to its mailing of the Class Notice, its receipt of requests for exclusion and objections, and its
20 inability to deliver the Class Notice to potential Class Members due to invalid addresses. As applicable,
21 the Claims Administrator will prepare and submit for filing in support of the motion for final approval,
22 any supplemental declaration or other documents or submissions required by the Court.

23 **VIII. RIGHT TO RESCIND**

24 59. If 5% or more of the Class Members submit requests not to participate in the Settlement,
25 Defendant will have the exclusive right in their sole discretion to rescind the Settlement, and all actions
26 taken in its furtherance will be null and void. Defendant must exercise this right within 10 days after the
27 date on which the Claims Administrator first informs Defendant that at least 5% of the potential Class
28

1 Members have made requests to be excluded from the Settlement. Defendant shall pay for all
2 administrative costs if it voids the settlement. Neither Party nor their counsel shall encourage any class
3 member to opt out of the settlement.

4 **IX. DISTRIBUTION OF THE SETTLEMENT PAYMENTS**

5 60. No later than 15 calendar days after the Final Effective Date, the Claims Administrator will
6 provide counsel for Defendant and Class Counsel with a list of those members of the Class who did not
7 submit timely requests for exclusion and the Gross Individual Settlement Payment for each Participating
8 Class Member on that list and payments and distributions to PAGA Members. The sum of the Gross
9 Individual Settlement Payments due to the individuals on that list shall constitute the “Class Settlement
10 Payment.” The Class Administrator shall also inform Counsel for Defendant of the amount of those
11 Employer Payroll Taxes which are not deductible as a matter of law from wage payments and other
12 deductions due to be transmitted by Defendant to the Claims Administrator based on the wage portion
13 of the Gross Individual Settlement Payments for all the individuals on that list.

14 61. Defendant will cause the Maximum Gross Settlement Amount and Defendant’s share of
15 Employer Payroll Taxes to be wired to the Claims Administrator no later than 15 calendar days after the
16 Final Effective Date.

17 62. Within 15 calendar days after the receipt of the Maximum Gross Settlement Amount and
18 Employer Payroll Taxes from Defendant, the Claims Administrator will distribute to every Participating
19 Class Member his or her share of the Settlement Payment and to every PAGA Member his or her share
20 of the PAGA payment. The Claims Administrator shall make appropriate tax reporting and withholdings
21 in accordance with this Agreement and applicable law and regulations.

22 63. The Claims Administrator will timely remit the employer’s and employee’s portion of the
23 payroll and other taxes associated with the settlement and PAGA payments to the proper authorities as
24 required by law. In addition, the Claims Administrator will timely issue IRS Form W-2 to each
25 Participating Class Member that reflects the wage portion of the settlement payment and an IRS Form
26 1099-MISC to each Participating Class Member and PAGA Member that reflects the non-wage income
27 portion of the settlement payment to the extent required by law.
28

1 64. If any Participating Class Member or PAGA Member does not cash his or her check(s)
2 within 180 calendar days after issuance, the Claims Administrator shall void the check 15 calendar days
3 after the check-cashing deadline and distribute any remaining funds to shall be distributed to National
4 CASA/GAL Association for Children, a nonprofit organization providing services for the benefit of
5 children who have experienced abuse or neglect. Any interest payment required by Code of Civil
6 Procedure Section 384 shall be deducted from the proceeds of any uncashed checks, and in any event
7 shall not increase the Maximum Gross Settlement Amount. The Court shall set a date when the parties
8 shall report to the Court the total amount that was actually paid to Class Members and a plan for
9 distributing any remaining funds pursuant to Section 384. The Parties agree that this obligation shall
10 satisfy and fully discharge Defendant’s obligations under California Code of Civil Procedure Section
11 384.

12 **X. RELEASE OF CLAIMS**

13 **A. Released Claims by Class Members Who Do Not Exclude Themselves**

14 65. Upon the court’s final approval of the class settlement and entry of final judgment, each
15 class member shall be deemed to have released the Released Parties from all “Settlement Class Members’
16 Released Claims.”

17 **B. Release of PAGA Claims**

18 66. Upon the court’s final approval of the class settlement and entry of final judgment, the
19 PAGA claims against the Released Parties that arose during the PAGA Period from PAGA Members’
20 employment by Defendant and work assignments with Defendant’s clients while employed by Defendant
21 shall be deemed released. **However, notwithstanding anything otherwise provided in this Release or**
22 **this Agreement, Shakespeare’s PAGA claims against NASSCO on behalf of himself and/or on**
23 **behalf of any direct employees of NASSCO or persons who were assigned to work at NASSCO by**
24 **persons or entities other than Defendant shall not be released.**

25 **C. Released Claims by the Plaintiffs**

26 67. As of the date the Final Approval Order is entered by the Court and except as to such rights
27 or claims as may be created by this Settlement, to the maximum extent allowed by law, the Class
28 Representatives will be deemed to have released claims as follows:

1 Except for the excluded claims of Shakespeare against NASSCO as set forth below, in
2 addition to the Settlement Class Members' Released Claims described above, in
3 exchange for the consideration recited in this Agreement, including but not limited to the
4 Class Representative Service Award, Shakespeare and Brown each releases, acquits, and
5 discharges and covenants not to sue any of the Releasees for any claim, whether known
6 or unknown, which he has ever had, or hereafter may claim to have, arising on or before
7 the date he signs this Agreement, including without limitation to, any claims relating to or
8 arising out of any aspect of his relationship with Defendant, or the termination of that
9 relationship, any claims for unpaid compensation, wages, reimbursement for business
10 expenses, penalties, or waiting time penalties under the California Labor Code, the
11 California Business and Professions Code, the federal Fair Labor Standards Act, 29
12 U.S.C. section 201, *et seq.*, or any state, county or city law or ordinance regarding wages
13 or compensation; any claims for employee benefits, including without limitation, any
14 claims under the Employee Retirement Income Security Act of 1974; any claims of
15 employment discrimination on any basis, including without limitation, any claims under
16 Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section
17 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the
18 Family and Medical Leave Act of 1993, the California Government Code, or any other
19 state, county or city law or ordinance regarding employment discrimination. Shakespeare
20 and Brown each acknowledges and agrees that the foregoing general release is given in
21 exchange for the consideration provided to him under this Agreement by Defendant.
22 However, this release shall not apply to claims for workers' compensation benefits,
23 unemployment insurance benefits, pension or retirement benefits, or any other claim or
24 right that as a matter of law cannot be waived or released.

25 Shakespeare and Brown each expressly waives any rights or benefits available to him
26 under the provisions of Section 1542 of the California Civil Code, which provides as
27 follows:

28 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.

Shakespeare and Brown each understands fully the statutory language of Civil Code section 1542
and, with this understanding, nevertheless elects to, and does, assume all risks for claims that have arisen,
whether known or unknown, which he ever had, or hereafter may claim to have, arising on or before the
date of his signature to this Agreement, and specifically waives all rights he may have under California
Civil Code section 1542.

**Notwithstanding anything otherwise provided in this Release, this Release and any other
releases contained in this Agreement do not include: a) the release of any claims of Shakespeare
against NASSCO as more fully described elsewhere in this Joint Stipulation; and b) his individual**

1 **claims for wrongful termination which are the subject of a separate action -- the settlement amount**
2 **of which claims shall be negotiated separately and shall not be part of the Gross Settlement Fund**
3 **of the settlement of this action.**

4 **XI. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL AND INTERIM STAY OF**
5 **PROCEEDINGS OTHER THAN SETTLEMENT**

6 68. Plaintiffs shall submit this Joint Stipulation to the Court in support of Plaintiffs' Motion
7 for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness.
8 As soon as reasonably possible upon execution of this Joint Stipulation, Plaintiffs shall apply to the Court
9 for the entry of an Order Granting Preliminary Approval of the Settlement and Notice which shall provide
10 for, among other things, the following:

- 11 a. Scheduling a final fairness and approval hearing on the question of whether the
12 proposed Settlement should be finally approved as fair, reasonable, and adequate
13 as to the Settlement Class.
- 14 b. Approving as to form and content the proposed Class Notice described herein;
- 15 c. Directing the mailing of the Class Notice by first class mail to the Class Members;
- 16 d. Preliminarily approving the Settlement;
- 17 e. Preliminarily certifying the Class for settlement purposes only; and
- 18 f. Approving Peter R. Dion-Kindem and Lonnie C. Blanchard III as Class Counsel,
19 Archie Shakespeare and Troy Brown as Class Representatives, and CPT Group as
20 Claims Administrator.

21 69. After the Preliminary Approval Order is entered by the Court, Plaintiffs shall file a request
22 for final approval and an award of attorney's fees and costs and Class Representative Payments at least
23 seven days before the date of the final fairness and approval hearing set by the Court.

24 **XII. DUTIES OF THE PARTIES REGARDING FINAL COURT APPROVAL**

25 70. In connection with the final approval by the Court of the Settlement, Plaintiffs will submit
26 a proposed Order and Judgment Granting Final Approval of the Class Action Settlement, which shall
27 provide, among other things, as follows:
28

- a. Certifying the Settlement Class for purposes of this Settlement only;
- b. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- c. Approving Class Counsels' application for an award of attorney's fees and reimbursement of costs;
- d. Approving the Class Representatives' service payments;
- e. Approving the PAGA Settlement pursuant to Labor Code section 2699(1)(2); and
- f. Entering Judgment pursuant to California Rules of Court, Rule 3.769(h).

Notice of the Final Judgment shall be given by Plaintiffs to Class Members by posting a copy of the Judgment on the settlement website, which notice shall satisfy the requirements of California Rules of Court, Rule 3.771.

XIII. EFFECT OF NON-APPROVAL

71. If this Agreement is not preliminarily or finally approved by the Court, if a Final Approval Order is not entered, and/or if Defendant exercises the option to rescind, this Agreement shall be null and void. In such event, (1) nothing in this Agreement shall be construed as a determination, admission, or concession of any issue in the Action, and nothing in this Joint Stipulation may be offered into evidence in any trial on the merits of the claims asserted in the Complaint filed in the Action or in any subsequent pleading; (2) the Parties expressly reserve their rights with respect to the prosecution and defense of the Action as if this Agreement never existed; and (3) Defendant shall be responsible for any costs for Notice or claims administration incurred by the Claims Administrator. If there is any reduction in the attorney's fees or costs awards or the Class Representative Payments, such reduction may be appealed but is not a basis for rendering this Agreement void, voidable, and/or unenforceable.

XIV. CONFIDENTIALITY PRECEDING MOTION FOR PRELIMINARY APPROVAL

72. Except for disclosures authorized by Defendant or necessary to prepare the motion for preliminary approval, the terms of this Settlement shall remain confidential until it is presented to the Court in connection with the motion for preliminary approval.

1 **XV. MUTUAL FULL COOPERATION**

2 73. The Parties will fully cooperate with each other and use their best efforts, including all
3 efforts contemplated by this Settlement and any other efforts that may become necessary or ordered by
4 the Court, or otherwise, to accomplish the terms of this Settlement, including, but not limited to,
5 executing such documents and taking such other action as may reasonably be necessary to obtain
6 preliminary and final approval of this Settlement and to implement its terms.

7 **XVI. NO PRIOR ASSIGNMENTS**

8 74. The Parties represent, covenant, and warrant that they have not directly or indirectly,
9 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
10 any portion of any claims, causes of action, demands, rights, and liabilities of every nature and
11 description released under this Settlement.

12 **XVII. NOTICES**

13 75. Unless otherwise specifically provided by this Settlement, all notices, demands, or other
14 communications given under this Settlement shall be in writing and will be deemed to have been duly
15 given as of the third business day after mailing by United States registered or certified mail, return-receipt
16 requested, addressed as follows:

17 **To Plaintiffs and the Settlement Class:**

18 PETER R. DION-KINDEM, Bar No. 95267
19 THE DION-KINDEM LAW FIRM
20 PETER R. DION KINDEM, P.C.
21 2945 Townsgate Road, Suite 200
Westlake Village, CA 01361
Telephone: 818.883.4900

22 **To Defendant:**

23 PAUL, PLEVIN, SULLIVAN & CONNAUGHTON LLP
24 Aaron A. Buckley
101 West Broadway, Ninth Floor
25 San Diego, CA 92101-8285
26 Telephone: 619-237-5200
27 Facsimile: 619-615-0700
28 Email: abuckley@paulplevin.com

1 **XVIII. CONSTRUCTION**

2 76. This Settlement is the result of the Parties' lengthy, arms-length negotiations. This
3 Settlement will not be construed in favor of or against any Party by reason of the extent to which any
4 Party or his or its counsel participated in the drafting of this Settlement.

5 **XIX. CAPTIONS AND INTERPRETATIONS**

6 77. Paragraph and section titles, headings, or captions contained in this Settlement are inserted
7 as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope
8 of this Settlement or any of its provisions. Each term of this Settlement is contractual and not merely a
9 recital, except for those set forth in Section I, above.

10 **XX. MODIFICATION**

11 78. This Settlement may not be changed, altered, or modified, except in writing and signed by
12 the Parties and approved by the Court. This Settlement may not be discharged except by performance in
13 accordance with its terms or by a writing signed by the Parties.

14 **XXI. APPLICABLE LAW**

15 79. All terms and conditions of this Agreement will be governed by and interpreted according
16 to the laws of the State of California, without giving effect to any conflict of law or choice of law
17 principles.

18 **XXII. INTEGRATION CLAUSE**

19 80. This Settlement and all the attached Exhibits which by this reference are incorporated into
20 this Settlement constitutes the entire agreement between the Parties relating to the Settlement and
21 transactions contemplated by the Settlement. All prior or contemporaneous agreements, understandings,
22 representations, and statements, whether oral or written and whether by a Party or a Party's counsel, are
23 merged into this Settlement. No rights under this Settlement may be waived except in writing.

24 **XXIII. BINDING ON ASSIGNS**

25 81. This Settlement will be binding upon and will inure to the benefit of the Parties and their
26 respective heirs, trustees, executors, administrators, successors and assigns.
27
28

1 **XXIV. CLASS MEMBER SIGNATORIES**

2 82. It is agreed that because the members of the Class are so numerous, it is impossible or
3 impractical to have each Class Member who does not timely and validly opt-out execute this Settlement.
4 The Class Notice will inform all Class Members of the binding nature of the release contained herein
5 will have the same force and effect as if this Settlement were executed by each Class Member who does
6 not timely and validly opt-out.

7 **XXV. COUNTERPARTS**

8 83. This Settlement may be executed in counterparts, and when each Party has signed and
9 delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken
10 together with other signed counterparts, will constitute one Settlement, which will be binding upon and
11 effective as to all Parties.

12 84. This Settlement may be signed by manual signature. Photocopies of signatures (including
13 facsimile or email copies of the signature pages) shall have the same force and effect and shall have the
14 same force and effect as an original signature.

15 **XXVI. PARTIES' AUTHORITY TO SIGN**

16 85. The signatories to this Settlement represent that they are fully authorized to enter into this
17 Settlement on behalf of themselves or their respective principals.

18 *Signatures on following page*
19
20
21
22
23
24
25
26
27
28

1 Date: July 5, 2022


Archie Shakespeare

2
3
4 Date: _____, 2022

Troy Brown

AMERI-FORCE CRAFT SERVICES, INC.

5
6
7
8 Date: _____, 2022

By: _____
Lisa Boyd
Vice President of Finance and Chief
Administrative Officer

9
10 *Approved as to form but not as parties to this agreement*

11 PETER R. DION-KINDEM, P.C.

12
13
14 Date: _____, 2022

By: _____
Peter R. Dion-Kindem
Attorneys for Plaintiffs Archie Shakespeare and
Troy Brown, but not as a party to this Agreement

THE BLANCHARD LAW GROUP, APC

15
16
17
18
19 Date: _____, 2022

By: _____
Lonnie C. Blanchard III
Attorneys for Plaintiffs Archie Shakespeare and
Troy Brown, but not as a party to this Agreement

20
21
22 PAUL, PLEVIN, SULLIVAN, &
23 CONNAUGHTON LLP

24
25 Date: _____, 2022

By: _____
Aaron A. Buckley
Attorneys for Defendant Ameri-Force Craft
Services, Inc., but not as a party to this Agreement

1 Date: _____, 2022

Archie Shakespeare

2
3
4 Date: 07/14/2022, 2022



Troy Brown

5
6 AMERI-FORCE CRAFT SERVICES, INC.

7
8 Date: _____, 2022

By: _____

Lisa Boyd
Vice President of Finance and Chief
Administrative Officer

9
10
11 *Approved as to form but not as parties to this agreement*

12 PETER R. DION-KINDEM, P.C.

13
14 Date: _____, 2022

By: _____

Peter R. Dion-Kindem
Attorneys for Plaintiffs Archie Shakespeare and
Troy Brown, but not as a party to this Agreement

17 THE BLANCHARD LAW GROUP, APC

18
19 Date: _____, 2022

By: _____

20 Lonnie C. Blanchard III
Attorneys for Plaintiffs Archie Shakespeare and
Troy Brown, but not as a party to this Agreement

22 PAUL, PLEVIN, SULLIVAN, &
23 CONNAUGHTON LLP

24
25 Date: _____, 2022

By: _____

26 Aaron A. Buckley
Attorneys for Defendant Ameri-Force Craft
27 Services, Inc., but not as a party to this Agreement

1 Date: _____, 2022

Archie Shakespeare

2
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4 Date: _____, 2022

Troy Brown

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6 AMERI-FORCE CRAFT SERVICES, INC.

7
8 Date: _____, 2022

By: _____
Lisa Boyd
Vice President of Finance and Chief
Administrative Officer

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11 *Approved as to form but not as parties to this agreement*

12 PETER R. DION-KINDEM, P.C.

13
14 Date: July 13, 2022

By: Peter R. Dion-Kindem
Peter R. Dion-Kindem
Attorneys for Plaintiffs Archie Shakespeare and
Troy Brown, but not as a party to this Agreement

17 THE BLANCHARD LAW GROUP, APC

18
19 Date: July 13, 2022

By: Lonnie C. Blanchard
Lonnie C. Blanchard III
Attorneys for Plaintiffs Archie Shakespeare and
Troy Brown, but not as a party to this Agreement

22 PAUL, PLEVIN, SULLIVAN, &
23 CONNAUGHTON LLP

24
25 Date: _____, 2022

By: _____
Aaron A. Buckley
Attorneys for Defendant Ameri-Force Craft
Services, Inc., but not as a party to this Agreement

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Date: _____, 2022

Archie Shakespeare

Date: _____, 2022

Troy Brown

AMERI-FORCE CRAFT SERVICES, INC.

Date: June 30, 2022

By: 

Lisa Boyd
Vice President of Finance and Chief
Administrative Officer

Approved as to form but not as parties to this agreement

PETER R. DION-KINDEM, P.C.

Date: _____, 2022

By: _____
Peter R. Dion-Kindem
Attorneys for Plaintiffs Archie Shakespeare and
Troy Brown, but not as a party to this Agreement


THE BLANCHARD LAW GROUP, APC

Date: _____, 2022

By: _____
Lonnie C. Blanchard III
Attorneys for Plaintiffs Archie Shakespeare and
Troy Brown, but not as a party to this Agreement

PAUL, PLEVIN, SULLIVAN, &
CONNAUGHTON LLP

Date: JUNE 30, 2022

By: 

Aaron A. Buckley
Attorneys for Defendant Ameri-Force Craft
Services, Inc., but not as a party to this Agreement

Exhibit A

Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.
SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO
Case No. 37-2021-00013962-CU-OE-CTL

This Notice, which has been approved by the California Superior Court for the County of San Diego (the “Court”), is to notify Class Members that a proposed settlement has been reached between the parties in the class action entitled *Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.* (the “Settlement”). Ameri-Force Craft Services, Inc. is referred herein as “Defendant.” This is not a solicitation from a lawyer. Your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

EXCLUDE YOURSELF BY [DATE - 45 Days After Notice is Mailed].	If you exclude yourself, you won’t get a payment under the settlement other than your share, if any, of PAGA civil penalties as described below. This is the only option that allows you to ever be part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT IN WRITING BY [DATE - 45 Days After Notice is Mailed] AND GO TO FINAL APPROVAL HEARING	You can tell the Court why you don’t like the settlement. To do this, you must send written objection to the Claim Administrator.
SUBMIT BY [DATE - 45 Days After Notice is Mailed], DISPUTE REGARDING EMPLOYMENT RECORDS	If you believe that the employment information is incorrect, you must submit any corrections <u>with</u> supporting documentation, if you have any, such as pay stubs or other documents showing different employment dates.
DO NOTHING	If the settlement is approved, you will be mailed a settlement check at the address in the Claim Administrator’s records. To receive a check, you must ensure that your address is kept up to date. Your payment will be based on the dates of employment and your gross earnings reflected in this notice, which are based on Defendant’s records, unless you dispute that information and support your dispute with documentation.

The Court has granted preliminary approval of the Settlement and it has conditionally certified a class for settlement purposes only.

Important Dates

- If you wish to object to the Settlement, your objection must be postmarked, if mailed, or sent, if emailed or faxed, on or before **[DATE -45 Days After Notice is Mailed]**, or else your objections will be deemed waived.
- If you do not want to participate in the Settlement, you must submit a request for exclusion, postmarked, if mailed, or sent, if emailed or faxed, on or before **[DATE -45 Days After Notice is Mailed]**, or else you will be bound by the Settlement. If you submit a request for exclusion, you will **not** receive a share of the Settlement.
- If you want to submit a dispute to Defendant’s records, you must submit your dispute, postmarked, if mailed, or sent, if emailed or faxed, on or before **[DATE-45 Days After Notice is Mailed]**.

All disputes, objections, and requests to be excluded from the Settlement must be submitted to the Claims Administrator, CPT Group, at the address, email, or fax below, and postmarked, if mailed, or sent, if emailed or faxed, by the applicable deadline:

Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.

c/o CPT Group

Tel. -----

Fax -----

Email: -----

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BASIC INFORMATION

1. What is this settlement about?

On April 1, 2021, Plaintiff Shakespeare filed a Class Action Complaint in the Superior Court of the County of San Diego, California. On April 7, 2021, Plaintiff Shakespeare filed a First Amended Class Action Complaint. On August 23, 2021, Plaintiff Shakespeare filed a Second Amended Class Action Complaint adding Troy Brown as a Plaintiff. On April 25, 2022, Plaintiffs filed the operative Third Amended Complaint.

In the Third Amended Complaint, Plaintiffs allege that they and the Class Members and PAGA Members were not paid for time spent waiting for and going through an entrance and/or exit security process prior to, during, or after their shifts, donning or doffing personal protective equipment, having their temperatures checked, and/or traveling between security check points and the location where they worked, among other claims, allegations, and legal theories.

In the Third Amended Complaint, Plaintiffs asserted causes of action against Defendant for (1) failure to pay wages for hours worked; (2) wage statement and record-keeping violations; (3) violation of Business & Professions Code Section 17203; and (4) recovery of civil penalties pursuant to the PAGA. Plaintiffs sought damages and restitution on their own behalf and on behalf of Class Members and PAGA Members for lost wages, business expenses, interest, penalties, injunctive relief, attorney’s fees and costs among other relief. Defendant denies all the allegations in Plaintiffs’ Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint and PAGA letters described below and contends that the Court should not certify the class action proposed by Plaintiffs other than for the sole purpose of this Settlement.

On April 2, 2021, to satisfy the statutory exhaustion requirements of Labor Code § 2698 *et seq.*, the California Private Attorneys General Act of 2004 (the PAGA), Plaintiff Shakespeare submitted a letter to the Labor Workforce Development Agency setting forth allegations of Defendant’s Labor Code violations. On June 16, 2021, Plaintiff Brown submitted a letter to the Labor Workforce Development Agency setting forth allegations of Defendant’s Labor Code violations. Defendant denies all the allegations in the PAGA letters.

Defendant denies that it committed any of the violations alleged in the Lawsuit and deny that it has done anything wrong. Defendant further denies that a class can be properly certified for trial in this case. Nothing about the Settlement may be used against Defendant or anyone else employed by Defendant or acting on Defendant’s behalf, as an admission or indication of any fault or liability.

The Court has made no ruling on the merits of the claims or defenses in the Lawsuit.

2. What is a class action?

A class action is a lawsuit in which the claims and rights of many similarly situated people (“class members”) are decided in a single court proceeding. One or more representative plaintiffs (“class representatives”) file a lawsuit asserting claims on behalf of all the class members.

3. Why is there a settlement?

The parties participated in extensive settlement discussions, including a full day of mediation before a neutral third-party mediator. Following the mediation, the parties reached the Settlement. The Settlement represents a compromise regarding disputed claims, considering the risks and uncertainties of continued litigation. Plaintiffs' counsel has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Settlement Class.

4. Why am I receiving this notice?

You were sent this notice because the records of Defendant show that you are a member of the Class at issue in this Settlement. The Class includes all persons who are or have been employed by Ameri-Force Craft Services, Inc. in California as non-exempt employees at any time from April 1, 2017 through [the date of preliminary approval].

Class Members who do not timely submit a valid request to exclude themselves from the Settlement, following the procedure described in Section 10 shall become members of the Settlement Class and shall be entitled to participate in the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

Under the Settlement, Defendant will pay \$650,000. These settlement funds will be used to pay (1) Service Payments to Plaintiffs to compensate them for their services to the Settlement Class; (2) Class Counsel's attorney's fees and costs to compensate them for their services to the Settlement Class; (3) the reasonable fees and expenses of the Claims Administrator; (4) money to all Class Members who do not opt-out of the settlement, pursuant to the plan of allocation; (5) payment to the Labor and Workforce Development Agency ("LWDA") in connection with the settlement of the Class Members' claims under PAGA, and (6) money to PAGA Members.

HOW YOU GET A PAYMENT

6. How can I get a payment?

You don't need to take any action to receive money from the Settlement. However, if you have recently moved or move in the future and Defendant does not have your most recent address, make sure to contact the Claims Administrator to provide your most recent address. This is important because the address on file will be used for the distribution of checks.

7. How will my settlement payment be calculated?

Under the Settlement, Defendant will pay up to \$650,000 (the "Maximum Gross Settlement Amount"). These settlement funds will be used to pay (a) the Class Representative Payments to Archie Shakespeare and Troy Brown in the amount of up to \$10,000 each; (b) Class Counsel's attorney's fees in an amount up to \$216,667 (approximately 33-1/3% of the Gross Settlement Amount) incurred or to be incurred in the Settlement of the Action, and any appeals; (c) costs and expenses associated with the Action in an amount of up to \$20,000 incurred or to be incurred in the Settlement of the Action, and any appeals; (d) the fees and expenses of the Claims Administrator, estimated at \$10,500; (e) The amount of FICA, FUTA, and all other state and federal payroll taxes on the Settlement Payments made to class members that Defendant is required to pay by law when paying wages to Class Members.; (f) a PAGA Payment of \$30,000, 75% of which will be remitted to the Labor Workforce Development Agency and 25% of which will remain available as part of the payment to PAGA Members; and (g) the remainder of approximately \$352,833 (which does not include the \$7,500 from the PAGA payment

available to the Class Members as indicated above) is the Maximum Settlement Distribution Amount to all Class Members pursuant to the plan of allocation and will be used to pay the claims of Participating Class Members. Participating Class Members are those members of the Class who have not requested to be excluded as discussed in Section 10.

The Net Settlement Fund will be allocated and paid to Participating Class Members on a proportional basis based on the number of pay periods worked by each Participating Class Member as a nonexempt employee of Defendant in California during the Class Period.

Payments made to Participating Class Members shall be allocated between wages and non-wage income as follows: 20% wages and 80% non-wage income. From the portion which is allocated as wages shall be withheld the employee's share of payroll and income taxes and all other applicable deductions or withholding required by law. No withholdings shall be made from the 80% portion of the payments made to Participating Class Members that is allocated to interest, penalties, and other amounts.

The Parties have agreed to allocate \$30,000 for the resolution of all claims under the PAGA. 75% of the PAGA Payment (\$22,500) will be remitted to the California Labor and Workforce Development Agency. The remaining 25% (\$7,500) will be distributed to the PAGA Members on a proportional basis based on the number of pay periods worked by each PAGA Member during the PAGA Period, and all amounts shall be allocated as penalties and non-wage amounts. If you qualify as a PAGA Member you will receive this payment regardless of whether you exclude yourself from the Settlement following the procedures set forth in Section 10 below.

Defendant's records reflect that you received _____ wage statements during the PAGA Period and _____ wage statements during the Class Period. Based on this information, your share of the PAGA Payment is \$ _____ and your share of the Class settlement is \$ _____.

The information above is based on Defendant's official records. If you believe that any of this information is incorrect, you must submit any corrections with supporting documentation if you have any, such as wage statements, and they must be postmarked, if mailed, or sent, if emailed or faxed, on or before **[DATE -45 Days After Notice is Mailed]**. Challenges will be resolved by the Claims Administrator without a hearing. A correction postmarked or sent via fax or email later than this deadline will not be accepted absent good cause shown. These corrections must be mailed, faxed, or emailed to the Claims Administrator at:

Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.

c/o CPT Group

Tel. -----

Fax -----

Email: -----

For tax purposes, the estimated Gross Individual Settlement Payments shall be allocated between wages and non-wage income as follows: 20% of such consideration shall be allocated to the payment of taxable wages and wage-related payments and 80% of such consideration shall be allocated to the payment of non-wage income consisting of interest, penalties, liquidated damages, and related aspects of the settlement. From the portion which is wages shall be withheld the employee's share of payroll and income taxes and all other applicable deductions or withholding required by law or expressly authorized by the Class Member, including payments of any garnishments and liens. The Claims Administrator will issue an IRS Form W-2 to Participating Class Members for the wage portion of the Gross Individual Settlement Payments. From the portion which is non-wage income all applicable deductions or withholding required by law or expressly authorized by the Class Member, including

payments of any garnishments and liens will be withheld. The Claims Administrator will issue an IRS Form 1099-MISC to Participating Class Members for the non-wage portion of the Gross Individual Settlement Payments. Consult your tax advisor with any questions about the tax consequences of your Gross Individual Settlement Payment.

8. When would I get my payment?

The parties have presented the Settlement to the Court for its review. The Court has granted preliminary approval to the Settlement. As described in this Notice, the Court will hold a hearing on [DATE], 2022 in Department C-69, at the Superior Court for the County of San Diego, located at 330 W Broadway, San Diego, California 92101 to determine (1) whether the proposed settlement should be approved as fair, reasonable and adequate to settlement Class Members; (2) whether the application for attorney's fees and costs should be approved; and (3) whether the application for the Class Representative service payment, payment to the Labor and Workforce Development Agency, and payment to the Class Administrator should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Final Approval Hearing.

Within 45 days after the Court's order granting final approval of the Settlement becomes final and non-appealable, the Claims Administrator will mail checks to all Participating Class Members. It is expected that checks will be mailed out sometime in [Insert Month,] 2022, but that date is subject to change.

Settlement Checks Not Cashed Within Six Months Will Be Forfeited. If any Participating Class Member does not cash the check(s) for his or her share of the settlement within six (6) months after issuance, fifteen (15) calendar days after the check-cashing deadline the Claims Administrator shall void the check and the sum of any un-cashed/un-deposited checks shall be distributed to National CASA/GAL Association for Children, a nonprofit organization providing services for the benefit of children who have experienced abuse or neglect.

9. What claims am I releasing if I remain in the Class?

As of the date the Final Approval Order is entered by the Court, each Class Member who does not timely file a request for exclusion of the Settlement in accordance with Section 10 below, will release claims as follows:

“Settlement Class Members’ Released Claims” shall mean any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaint filed in this action, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages, unpaid overtime wages, meal/rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, declaratory relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*), claims for penalties of any nature whatsoever arising out of the Released Claims. This release shall apply to claims arising at any point during the Class Period. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers’ compensation, and claims outside of the Class Period.

Notwithstanding anything otherwise provided in this Agreement, any releases contained in this Agreement do not include and specifically exclude the release of any claims of Shakespeare against NASSCO or any of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, units, successors, general and limited partners, joint venturers and affiliates, and each of their benefits plans, respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, trustees, agents, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated

companies, and each of their respective executors, predecessors, successors, assigns and legal representatives.

Claims for workers' compensation, disability, unemployment, wrongful termination, claims outside the Covered Period, discrimination, pension plan, profit plan, 401k plan, other employee benefit plans and claims that cannot be released by law are not released.

Covered Period means the period from April 1, 2017 through [the date of preliminary approval].

Unknown Claims as they relate to any Class Member who does not opt out of the Settlement include any claims about which the Class Member is not aware that were alleged or that could have been alleged based upon the allegations in the Action. If a Class Member later learns of such Unknown Claims, he or she will not be able to obtain any remedy. In this regard, Class Members who do not opt out of the Settlement waive the benefit of California Civil Code Section 1542 **as to any claims that were alleged or that could have been alleged based upon the allegations in the Action**, which provides:

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.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I exclude myself from the settlement?

If you fall within the Class definition provided in Section 4 you are a Class Member, and will be bound by the Settlement's release of claims, unless you elect to be excluded. If you elect to be excluded, you will **not** receive any money from the Settlement, will not be bound by the Settlement, including its release of claims, and will be free to pursue your own claim against Defendant. To be excluded, you must **timely** submit a signed and dated request for exclusion. To be valid, the request for exclusion must be in writing, must include your name, address, telephone number, and last four digits of your Social Security number. The written request for exclusion must also indicate your intent to be excluded from the Settlement in *Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.* Case No. 37-2021-00013962-CU-OE-CTL. All requests for exclusion must be sent via fax, email, U.S. Mail, or professional or personal delivery to the Claims Administrator at:

Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.
c/o CPT Group

Tel. -----

Fax -----

Email: -----

All requests for exclusion must be postmarked, if mailed, or sent, if emailed or faxed, on or before **[DATE -45 Days After Notice is Mailed]**.

A Class Member who does not complete and submit a timely written exclusion in the manner and by the deadline specified above will automatically become a participating Class Member and, if the Court approves the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment. An eligible Class Member who timely submits a written exclusion will not participate or be bound by the Settlement or the Judgment, except if the Class Member is also a PAGA Member s/he will be bound by the PAGA Settlement and

will receive a share of the PAGA Payment. Any member of the Settlement Class who does not request exclusion may, if they wish, enter an appearance through his or her own attorney.

You cannot exclude yourself by phone.

If you submit a valid written exclusion under this paragraph, you will not get any settlement payment other than your share, if any, of the PAGA Payment as described above, you cannot object to the settlement, and you cannot appear at the Final Approval Hearing to voice any objections to the Settlement. You will not be legally bound by anything that happens in this lawsuit other than the PAGA settlement. You may be able to sue Defendant or continue any suit you have pending against Defendant.

11. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendant for claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue those parts of any lawsuit you have pending that include the legal issues released by this settlement.

12. If I exclude myself, can I get money from this settlement?

If you exclude yourself, you will not receive any money from this settlement other than your share, if any, of the PAGA Payment as described above.

13. Can Defendant retaliate against me as a result of what I do in response to this notice?

No. If you are a current employee of Defendant, your decision as to whether or not to participate in this settlement will in no way affect your employment. It is unlawful for Defendant to take any adverse employment action against you as a result of your decision whether or not to participate in this settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has approved the law firms of Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C. and Lonnie C. Blanchard, III of The Blanchard Law Group, APC as Class Counsel. Their contact information is:

PETER R. DION-KINDEM
THE DION-KINDEM LAW FIRM
PETER R. DION KINDEM, P.C.
2945 Townsgate Road, Suite 200
Westlake Village, CA 01361
Telephone: 818.883.4900
peter@dion-kindemlaw.com

LONNIE C. BLANCHARD, III
THE BLANCHARD LAW GROUP, APC
177 East Colorado Boulevard, Suite 200
Pasadena, California 91105
Telephone: 213.599.8255
lonnieblanchard@gmail.com

15. How will the lawyers be paid?

Class Counsel will request that the Court approve a payment of up to \$216,667 of the Gross Settlement Amount in fees to compensate them for their time and effort in bringing this case, and that it award them up to \$20,000 to reimburse them for the out-of-pocket costs and expenses they have incurred during the litigation. These amounts will come out of the Gross Settlement Amount of \$650,000. Class Counsel believe the attorney's fees and costs requested are fair and reasonable and Defendant has agreed not to oppose the request. These fee and cost payments will be paid only if the Court approves them. The Class Counsel will also request that the Court to approve Class Representative Payments of up to Ten Thousand Dollars (\$10,00.00) for each of Plaintiffs Archie Shakespeare and Troy Brown. This amount is in recognition of the service performed by Plaintiffs in representing the Class and advancing the litigation. This payment will be paid in addition to Plaintiffs' Gross Individual Settlement Payment as a Class Member. The Class Representative Payments will be paid only if the Court approves them.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the settlement?

You may object to the Settlement by submitting a written objection. To be valid and effective, any objections must be postmarked, if mailed, or sent, if emailed or faxed, on or before **[DATE -45 Days After Notice is Mailed]**. The objection need not be in any specific form; a short and simple statement of your objection is sufficient. You may, but do not have to, be represented by your own attorney to object. If you comment through an attorney, you will be solely responsible for the attorney's fees and costs.

If you appear at the Final Approval Hearing to make a spoken objection without having submitted a written objection, you will be treated as having waived that objection.

Any Class Member who does not object before the final approval hearing will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.

17. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you don't like something about the settlement. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself by submitting a timely written exclusion, you have no right to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a final approval hearing on **[DATE]**, 2022, at **[TIME]**, in **in Department C-69 of the San Diego County Superior Court, 330 W Broadway, San Diego, California 92101** before the Honorable Katherine Bacal to determine whether the Settlement should be finally approved. The Court will also be asked to approve the Class Representative Payment and Class Counsels' request for the Attorney's Fees and Costs Payment. The hearing may be postponed without further notice to the Class. It is not necessary for you to appear, but you may appear at your own expense. If you wish to object to the Settlement in person, you must have given notice of your objections under the procedures set forth in Section 16. If you appear at the Final Approval Hearing to make a spoken objection without having submitted a written objection, you will be treated as having waived that objection.

19. Do I have to come to the hearing?

No. If you agree to the settlement or sent an objection, you don't have to come to Court to talk about it. If you are an objector, so long as you mailed your written objection on time as described above, the Court will consider it. However, you may attend and speak, or you may also retain your own lawyer to attend.

20. May I speak at the hearing?

You may appear at the Final Fairness Hearing set for [DATE/TIME] in Department __ of the Superior Court for the County of San Diego, 330 W Broadway, San Diego, California 92101 and ask the Court for permission to speak at the hearing. If you appear at the Final Fairness Hearing to make a spoken objection without having submitted a written objection, you will be treated as having waived that objection. Again, you cannot speak at the hearing if you excluded yourself and are not a Class Member.

21. No Cost to you

The Settlement does not require you to pay money out of pocket. However, you are responsible for all taxes owed on your paid Gross Individual Settlement Payment.

22. Tax Advice Caveat

Any perceived tax advice in this Notice was not intended or written to be used, and it cannot be used by any recipient, for the purpose of avoiding any tax penalties that may be imposed. This Notice imposes no limitation on the disclosure of the tax treatment or tax structure of any transaction. Neither Plaintiffs' counsel nor Defendant's counsel can give you tax advice.

23. This Notice Provides Only A Summary

This Notice provides only a summary of the basic terms of the Settlement. For the precise terms of the Settlement, you are referred to the Joint Stipulation of Class Settlement and Class Settlement Agreement and Release ("Joint Stipulation"), which is on file with the Clerk of the Court. The pleadings and other records in this litigation, may also be examined in person at any time during regular business hours with the Clerk of Court **San Diego County Superior Court, 330 W Broadway, San Diego, California 92101**, or Online by going to <https://www.sdcourt.ca.gov>. You can also access the records at the Claim Administrators' website at [INSERT URL]. **Please do not telephone the court or Defendants' counsel.**

24. Questions

If you have questions, contact the Claims Administrator at (---) ----- . If you would like to speak with an attorney, contact Class Counsel as set forth in paragraph 14 above.