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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JEANNETTE COOKS, an individual;  
ALWENA FRAZIER, an individual;  
AUDREY L. BROWN, an individual for  
themselves and on behalf of all others similarly  
situated,

Plaintiffs,

v.

TNG GP, a Delaware General Partnership; THE  
NEWS GROUP, INC., a Delaware Corporation;  
THE NEWS GROUP, L.P., a Delaware  
partnership; SELECT MEDIA SERVICES,  
L.L.C., a Delaware Limited Liability Company,  
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2:16-CV-01160-KJM-AC

Case No. 2:16-CV-02113-KJM-AC

Honorable Kimberly J. Mueller  
Courtroom 3, 15<sup>th</sup> Floor

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

Complaint Filed: February 1, 2018

FAC Filed: March 2, 2018

Trial Date: None Set

**EXHIBITS:**

**1: Class Notice**

**2: Change of Address Form**

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This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement Agreement”) is entered into between Named Plaintiffs Jeannette Cooks, Alwena Frazier, and Audrey L. Brown (and on behalf of themselves and the Settlement Class, as defined below), and defendants TNG GP, The News Group, Inc., The News Group, L.P., and Select Media Services, L.L.C. Named Plaintiffs and Defendants (collectively, the “Parties”) enter into this Agreement to effect a full and final settlement and dismissal of all claims brought against Defendants in the following two cases: (1) *Jeannette Cooks, Alwena Frazier, and Audrey L. Brown, v. TNG GP, The News Group, Inc., The News Group, L.P., and Select Media Services, L.L.C.*, United States District Court Eastern District of California, Case No.: 2:16-cv-01160-KJM-AC (the “Class Complaint”) filed April 14, 2016; and (2) *Jeannette Cooks, Alwena Frazier, and Audrey L. Brown, v. TNG GP, The News Group, Inc., The News Group, L.P., and Select Media Services, L.L.C.*, United States District Court Eastern District of California, Case No.: 2:16-cv-02113-KJM-AC (the “PAGA Complaint”) filed on July 11, 2016.

## I. DEFINITIONS

A. “Action” collectively means the Class Complaint and the PAGA Complaint, which were consolidated on August 8, 2018 [Dkt. 43] and are pending before the Honorable Kimberly J. Mueller.

B. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

C. “Class” or “Class Members” means all current and former hourly or non-exempt employees who worked for Defendants as merchandisers within the State of California at any time during the period from April 14, 2012 until October 3, 2019, which is one-hundred and twenty (120) days following the date the parties completed mediation on June 5, 2019.

D. “Class Counsel” means Michael D. Singer, Jeff Geraci, Diana M. Khoury of Cohelan Khoury & Singer; Olivia Sanders of Law Office of Olivia Sanders; Catherine Starr; Daniel F. Gaines, Alex P. Katofsky, and Miriam L. Schimmel of Gaines & Gaines, APLC.

E. “Class Counsel Award” means such award of fees and costs and expenses as the

Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiffs and the Class in the Action. The Class Counsel Award will not exceed one-third of the Maximum Settlement Amount, which is One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), plus Class Counsel's actual costs and expenses as supported by declaration.

F. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include each Class Member's: (1) full name; (2) employee number; (3) last known address; (4) last known home telephone number; (5) Social Security number; (6) start dates and end dates of employment with Defendants during the Class Period as defined herein, and, (7) number of shifts worked in the Class Period.

G. "Class Representatives" means Plaintiffs Jeannette Cooks, Alwena Frazier, and Audrey L. Brown.

H. "Class Representative Service Award" means the amount that the Court authorizes to be paid to each Named Plaintiff, Jeannette Cooks, Alwena Frazier, and Audrey L. Brown, in addition to their Individual Settlement Payment, in recognition of their efforts and risks in assisting with the prosecution of the Action, and in exchange for each providing the General Release of Defendants set forth in this Agreement.

I. "Compensable Workweeks." Using the Class Data, the Settlement Administrator will calculate the number of Compensable Workweeks by taking the number of shifts each Class Member worked during the Class Period, dividing by seven (7), and rounding up to the nearest whole number. Defendants have represented that, through October 3, 2019, there are an estimated 999,358 shifts worked by the Class during the Class Period.

J. "Complaints" jointly means the Class Complaint and the PAGA Complaint.

K. "Court" means the United States District Eastern District of California.

L. "Class Period" means the period from April 14, 2012 through October 3, 2019, which is a date that is 120 days after June 5, 2019.

M. "Defendants" means TNG GP, The News Group, Inc., The News Group, L.P., and

Select Media Services, L.L.C.

N. “Defendant’s Counsel” means Anthony J. DeCristoforo, Michael J. Nader of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., and Jerome L. Rubins of Williams Kastner.

O. “Effective Date” means: (i) if any timely objections are filed, the date of expiration of the time to file appeals regarding an Order granting final approval, or the resolution of any such appeals in a way that does not alter the terms of the settlement; or (ii) if no timely objections are filed, the date upon which the Court enters the Final Approval Order and Judgment.

P. “Employer-side Payroll Taxes” means the employer’s portion of FICA, FUTA, and all other state and federal payroll taxes, which shall be paid out of the Maximum Settlement Amount.

Q. “Final Approval” means that the Final Approval Order and Judgment have been entered by the Court.

R. “Final Approval Hearing” means the hearing on the Motion for Final Approval of the Settlement.

S. “Final Approval Order and Judgment” means the Order and Judgment Granting Final Approval of the Class Settlement, which shall be submitted with the Motion for Final Approval of the Settlement.

T. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member without the need to return a claim form.

U. “Maximum Settlement Amount” (“MSA”) means the maximum amount of Three Million, Seven-Hundred and Fifty Thousand Dollars (\$3,750,000) that Defendants will pay as a result of this Stipulation of Settlement, which shall cover everything, including all Individual Settlement Payments, Employer-side Payroll Taxes, the Class Representative Service Award, the Class Counsel Award, the LWDA Payment, and the Settlement Administration Costs.

V. “Named Plaintiffs” means Jeannette Cooks, Alwena Frazier, and Audrey L. Brown.

W. “Net Settlement Amount” or “NSA” means the Maximum Settlement Amount, less: (1) the Class Counsel Award; (2) the Class Representative Service Award; (3) the LWDA

Payment; (4) Employer-side Payroll Taxes; and (5) Settlement Administration Costs.

X. “Notice” or “Class Notice” means the Notice of Class Action Settlement to be mailed to the Class Members, in a form substantially similar to the form attached as “**Exhibit 1**,” with the Notice of Change of Address form, in a form substantially similar to “**Exhibit “2**,” together with a pre-printed return envelope (collectively “Notice Packet”).

Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

Z. “PAGA Payment” means the amount that is allocated from the Maximum Settlement Amount to pay all applicable civil penalties under PAGA to the Labor and Workforce Development Agency (“LWDA”) as specified in Section III.L.5 herein.

AA. “Parties” means Named Plaintiffs Jeannette Cooks, Alwena Frazier, and Audrey L. Brown, and Defendants TNG GP, The News Group, Inc., The News Group, L.P., and Select Media Services, L.L.C., collectively, and “Party” shall mean either Named Plaintiffs or Defendants, individually.

BB. “Payment Ratio” means the respective Compensable Workweeks for each Settlement Class Member divided by the aggregate Compensable Workweeks for all Settlement Class Members.

CC. “Preliminary Approval Date” means the date the Court enters an order granting preliminary approval of the Settlement.

DD. “Released Claims” means all causes of action and factual or legal theories that were alleged in the operative Class and PAGA Complaints or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to reimburse business expenses; (e) failure to provide complete, accurate or properly formatted wage statements; (f) waiting time penalties that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or

legal theories of relief pleaded in the operative complaint; (g) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (h) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (i) any other claims or penalties under the wage and hour laws pleaded in the Action; and (j) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Covered Period. The res judicata effect of the Judgment will be the same as that of the Release. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiffs or Settlement Class Members may discover new facts or legal theories or legal arguments not alleged in the operative complaint but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims.

EE. “Released Parties” means Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them.

FF. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails the Notice to Class Members and the last date on which Class Members may postmark requests for exclusion, objections to the Settlement or disputes as to the number of their Compensable Workweeks.

GG. “Settlement” means the disposition of the Action pursuant to this Agreement.

HH. “Settlement Administration Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by

this Agreement, which are estimated to be Thirty-Six Thousand Five Hundred Dollars (\$36,500).

II. “Settlement Administrator” means CPT Group.

JJ. “Settlement Class Members” or “Settlement Class” means all Class Members who do not submit timely and valid requests for exclusion as provided in this Agreement.

## II. RECITALS

A. Class Certification. The Parties stipulate to provisional class certification of the Class for purposes of settlement only. If the Court does not grant either preliminary or final approval of this settlement, this provisional class certification shall immediately be set aside and the Class immediately decertified (subject to further proceedings on motion of any party to certify or deny certification thereafter) and this Agreement shall not constitute or be used as evidence that class certification is appropriate. If the Court does not grant either preliminary or final approval of this settlement, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of the Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs actually incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties.

B. Each Class Representative believes she has meritorious claims based on alleged violations of the California Labor Code, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and that this Action is manageable as a PAGA representative action.

C. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by the Class Representatives, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times it complied with the California Labor Code, and the Industrial Wage Commission Orders.

D. On March 28, 2017 the Parties attended a day-long mediation with Lisa Klerman, Esq., a well-respected mediator. The case did not settle that day, but negotiations continued through Ms. Klerman for months afterward. Eventually the Parties agreed it was necessary to

litigate further before considering further negotiations.

E. On May 30, 2019, the Parties attended a day-long mediation session with Lou Marlin, Esq., a well-respected mediator with significant experience in mediating wage and hour class actions, after which a mediator's proposal was presented to the Parties. On June 5, 2019, the Parties accepted the proposal to resolve this Action in its entirety, and have since worked diligently and at arms'-length to negotiate all terms of the Settlement in a formal written agreement.

F. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arms'-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action.

### **III. TERMS OF AGREEMENT**

A. Settlement Consideration. Defendants shall pay up to the Maximum Settlement Amount. The Parties agree that this is a non-reversionary Settlement and that no portion of the Maximum Settlement Amount shall revert to Defendants under any circumstances. In no event shall Defendants be required to pay anything more than the Maximum Settlement Amount.

B. Limited Release By All Settlement Class Members. As of the Effective Date, in exchange for the consideration set forth in this Settlement Agreement, the Settlement Class Members, including the Class Representatives, will be deemed to have, and by operation of the Final Approval Order and Judgment, will have, expressly waived and released the Released Parties of the Released Claims (as defined above) to the fullest extent permitted by the law. Plaintiff and the Class Representatives may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled

and released all of the Released Claims. The Parties understand and specifically agree that the scope of the release described in this Paragraph is a material part of the consideration for this Agreement; was critical in justifying the agreed upon economic value of this settlement; and without it Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in Plaintiffs' Complaint.

C. General Release By Named Plaintiffs. As of the Effective Date, in consideration for the consideration set forth in this Agreement, each of the Named Plaintiffs, for themselves and their heirs, successors and assigns, do hereby waives, releases, acquits and forever discharges the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on behalf of each of the Named Plaintiffs as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 *et seq.*, the California Labor Code Private Attorneys General Act of 2004, California Labor Code Section 2699 *et seq.*, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Each of the Named Plaintiffs hereby expressly waives and relinquishes any and all claims, rights or benefits that he or she may have under California Civil

Code § 1542, which provides as follows: *A general release does not extend to claims which 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.* Named Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which he or she now knows or believes to exist, but he or she expressly agrees to fully, finally and settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Named Plaintiffs' employment with Defendants. The Parties further acknowledge, understand and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

D. ADEA Waiver by Plaintiffs. Without limiting the scope of this Agreement, Each Plaintiff agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that she may claim to have under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§ 621, et seq.). Each Plaintiff, Jeannette Cooks, Alwena Frazier, and Audrey L. Brown, acknowledges all of the following:

1. The consideration provided pursuant to this Agreement is in addition to any consideration that she would otherwise be entitled to receive;
2. Each Plaintiff has been and is advised in writing to consult with an attorney prior to signing this Agreement;
3. Each Plaintiff has been provided a full and ample opportunity to study this Agreement, including a period of at least twenty-one (21) calendar days within which to consider it;
4. To the extent that Each Plaintiff takes fewer than twenty-one (21) calendar days to consider this Agreement prior to signing it, she acknowledges that she had sufficient time

to consider this Agreement with legal counsel and that she expressly, voluntarily and knowingly waives any additional time;

5. Each Plaintiff agrees that any changes made to the Agreement during the twenty-one (21) day period (whether material or immaterial) do not restart the running of the twenty-one (21) day period; and

6. Each Plaintiff is aware of her right to revoke this waiver of claims under the ADEA any time within the seven (7) calendar-day period following the date she signs the Agreement and that the waiver of claims under the ADEA shall not become effective or enforceable until the seven (7) calendar-day revocation period expires. Notwithstanding each Plaintiffs' right to revoke the waiver of claims under the ADEA, the remainder of the terms of this Agreement shall become effective and enforceable as of the date that the Parties sign this Agreement.

7. To be effective, timely notice of revocation of the waiver of ADEA claims must be made in writing and delivered to Defendants through its counsel, Michael Nader, Esq., at Ogletree Deakins Nash Smoak & Stewart, P.C., 2500 Capitol Mall, Suite 2500, Sacramento, California 95814, no later than the seventh (7th) day after each Plaintiff executes this Agreement. Each Plaintiff agrees to keep written documentation proving that she revoked this Agreement as provided in this section, either by keeping the documents attesting to the delivery of the revocation, or verification that the fax was, in fact, received.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters a Final Approval Order and Judgment;
3. The time for appeal of the Final Approval Order and Judgment expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Final Approval Order and Judgment; and
4. Defendants do not invoke their right to revoke the Settlement as described in

Section III(N) herein.

F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective (as set forth in Section III.D) , or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the claims as described herein:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

G. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this stipulation is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for settlement purposes) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments described herein, and will be solely responsible for any penalties or other

obligations resulting from their personal tax reporting of such payments.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. At the earliest practicable time, Named Plaintiffs shall file with the Court a Motion for Preliminary Approval of the Settlement and supporting papers, which shall include this Settlement Agreement and a Proposed Order Granting Preliminary Approval of Class Action Settlement. Class Counsel shall provide a copy of the draft Motion for Preliminary Approval of the Settlement to Defendants’ Counsel for review three (3) business days before filing it with the Court. Defendants shall timely file a Statement of Non-Opposition to the Motion for Preliminary Approval of the Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to obtain the Court’s approval of the Motion for Preliminary Approval of the Settlement.

K. Pursuant to California Labor Code Section 2699(1)(2), at the same time as filing the

Motion for Preliminary Approval of the Settlement, Plaintiffs shall submit this Settlement Agreement to the LWDA.

L. Settlement Administrator.

1. The Settlement Administrator shall be responsible for: (a) calculating Compensable Workweeks from the Class Data provided by Defendants; (b) printing and mailing the Notice to the Class Members as directed by the Court; (c) receiving and reporting the objections and requests for exclusion; (d) processing and mailing payments to the Class Representatives, Class Counsel, LWDA and Settlement Class Members; (e) distributing tax forms; (f) processing and mailing tax payments to the appropriate state and federal taxing authorities; (g) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (h) establishing a static website to host the relevant documents concerning this Settlement; (i) preparing and mailing the CAFA Notice (as set forth below); and (j) other tasks as the Parties mutually agree and/or set forth in this Agreement, or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Defendants and Defendants' Counsel shall have no responsibility for validating and ensuring the accuracy of the Settlement Administrator's work. Named Plaintiffs, Class Counsel, Defendants and Defendants' Counsel shall not bear any responsibility for errors and omissions in the calculation or distribution of the Individual Settlement Payments or any other distribution of monies contemplated by this Agreement.

M. CAFA Notice. Within ten (10) calendar days after the Named Plaintiffs file their motion for preliminary approval of the Settlement, the Settlement Administrator, on behalf of Defendant, will mail a notice of proposed settlement pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715 ("CAFA Notice") to the Attorney General of the United States, the Attorney General of the State of California, and the Attorney General of any state where a Class Member resides.

N. Notice Procedure.

1. Class Data. No later than fourteen (14) calendar days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing the Notice to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Named Plaintiffs, except as required to monitor the administration of the notice process and preparation of papers for submission to the Court, or any third party, or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

2. Notice to Class Members.

a. The Notice of Class Action Settlement in a form substantially similar to the form attached as Exhibit 1, shall inform Class Members that in order to receive an Individual Settlement Payment if the Court grants final approval of the Settlement, they do not need to do anything except to keep the Settlement Administrator apprised of their current mailing address. The Notice of Class Action Settlement shall also set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement.

b. The Notice of Class Action Settlement shall also include the Class Member's starting and ending dates of employment, the number of Compensable Workweeks during the Class Period, and the estimated amount of his or her Individual Settlement Payment if he or she does not request to be excluded from the Settlement. The Settlement Administrator shall use the Class Data to determine the dates of employment, calculate the number of Compensable Workweeks, calculate the estimated Individual Settlement Payment for each Class Member and calculate the Individual Settlement Payment for each Settlement Class Member.

3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search of the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after receiving the Class Data from Defendants as provided herein, the Settlement Administrator shall mail the Notice Packets to all Class Members via regular First Class U.S. Mail.

The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator, or as provided by Class Counsel to the Settlement Administrator, as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packet returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed t. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then promptly perform a re-mailing, if another mailing address is identified by the Settlement Administrator. If the Class Member is currently employed, the Administrator will notify Counsel for Defendants. Defendants (a) will request that the currently employed Class Member provide a corrected address, and (b) transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) calendar days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with the number of Compensable Workweeks or dates of employment shown in their individualized Class Notice, to provide documentation and/or an explanation to show contrary employment dates and correct number of Compensable Workweeks. Any such dispute must contain: (1) the Class Member's full name and address; (2) the case name and number; (3) a clear statement indicating that the Class Member wishes to dispute the dates of employment or the number of Compensable Workweeks attributed to him or her; and (4) the dates of employment or number of Compensable Workweeks the Class Member contends is correct, together with any supporting documents or information. The Parties agree that disputes will not be rejected for technical failure to meet the requirements set forth herein, as long as the Class Member can be identified through Defendants' records. The Settlement Administrator will consult with Defendants to determine whether the Class Member can be identified. If there is a dispute, the

Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. No Claim Form Required. Class Members are not required to submit a claim form to receive an Individual Settlement Payment. The Notice of Class Action Settlement shall state that Class Members who wish to receive Individual Settlement Payments need not do anything except to keep the Settlement Administrator apprised of a current mailing address in order to receive an Individual Settlement Payment check following the Effective Date of the Settlement.

8. Exclusions. The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Settlement must postmark a written request for exclusion by the Response Deadline. The written request for exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security or the full employee ID number of the person requesting exclusion; (2) be signed by the Class Member or his or her legal representative; (3) be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten statement that the Class Member wishes to be excluded from the Settlement. Notwithstanding the requirements set forth herein, the Parties agree that any timely requests for exclusion which unambiguously express the Class Member's intention to opt out will generally be honored. However, requests for exclusion will not be valid if they are not timely submitted. The date of the postmark or fax-stamp on the request for exclusion shall be the

exclusive means used to determine whether the request for exclusion was timely submitted. In the case of other technical deficiency, the Settlement Administrator will evaluate the request for exclusion and decide whether it is valid, and, if necessary, the Settlement Administrator will present it to the Court to decide. Any Class Member who requests to be excluded from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with the final number of Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

9. Objections. The Notice of Class Action Settlement shall state that Class Members who do not seek to exclude themselves from the Settlement (*i.e.* Settlement Class Members), and who wish to object to the Settlement must submit a written objection and supporting papers (“Notice of Objection”) to the Settlement Administrator by U.S. Mail or by facsimile on or before the Response Deadline. The exclusive means for determining that a Notice of Objection was submitted timely shall be the postmark or fax-stamp date. The Notice of Objection must be signed by the Settlement Class Member or his or her legal representative and must contain: (a) the full name of the Settlement Class Member; (b) the Settlement Class Member’s address; (c) the last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; (d) the case name and number; (e) a clear statement indicating that the Settlement Class Member wishes to object to the Settlement; (f) the basis for the objection; and (g) if the Settlement Class Member intends to appear at the Final Approval Hearing. Settlement Class Members who submit a timely Notice of Objection will have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court and may appear

through their own attorney at the Settlement Class Member's expense. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file written objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Members who submit a written request for exclusion are not entitled to object to the Settlement.

O. Funding and Allocation of the Maximum Settlement Amount. Defendants are required to pay the sum of the Individual Settlement Payments, the Class Representatives Service Awards, the Class Counsel Award, the LWDA Payment, Employer-Side Payroll Taxes, and the Settlement Administration Costs, as specified in this Agreement and as approved by the Court, up to the Maximum Settlement Amount and no more.

1. Funding Due Date. No later than ten (10) calendar days after the Effective Date, Defendants shall fund the Maximum Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Agreement.

2. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein.

a. Calculation of Estimated Individual Settlement Payments. Using the Class Data, the Settlement Administrator will calculate the total Compensable Workweeks for all Class Members. The respective Compensable Workweeks for each Class Member will be divided by the aggregate Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Class Member's Payment Ratio will then be multiplied by the estimated Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments.

b. Calculation of Individual Settlement Payments. Using the Class Data, or using the Compensable Workweeks calculated based on disputed and subsequently approved alternative employment dates (where dates of employment have been disputed by a Settlement Class Member in accordance with this Agreement), the Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total

Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's Individual Settlement Payment.

c. Allocation. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: ten percent (10%) of each Individual Settlement Payment will be allocated to settlement of wage claims and subject to withholdings and taxes, twenty percent (20%) will be allocated to expense reimbursements, and thirty-five percent (35%) will be allocated to the settlement of claims for penalties, and the remaining thirty-five percent (35%) will be allocated to interest under the California Labor Code. The portion allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator.

d. Mailing. All Individual Settlement Payment checks shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address no later than fourteen (14) calendar days after the Effective Date.

e. Expiration. Any Individual Settlement Payment checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement payment check has not been cashed within one hundred and eighty (180) days, all such checks shall be voided and funds associated with such voided checks plus any accrued interest that has not otherwise been distributed, shall be awarded 50% to No Kid Hungry, a non-profit organization providing child hunger relief programs, including school meals and after-school meals, and 50% to Legal Aid at Work, a California non-profit group providing legal counseling and representation to workers.

3. Class Representative Service Award. Defendants agree not to oppose or object to any application or motion by Named Plaintiffs for the Class Representative Service Award of up to Seven Thousand Five Hundred Dollars (\$7,500.00) each in exchange for the Released Claims and the General Release by Named Plaintiffs for their time, effort and risk in bringing and prosecuting this matter. The Settlement Administrator shall pay the Class Representative Service Award to Named Plaintiffs from the Maximum Settlement Fund no later than fourteen (14) calendar days after the Effective Date. Any portion of the requested Class Representative Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to the Named Plaintiffs for their Class Representative Service Award, and shall hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Award. Named Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Service Award. The Class Representative Service Award shall be in addition to the Named Plaintiffs' respective Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding.

4. Class Counsel Award. Defendants agree not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed thirty-three and one-third percent (33-1/3%) of the Maximum Settlement Amount (\$1,250,000.00 out of \$3,750,000.00), plus actual costs and expenses estimated at \$56,000 and supported by declaration, from the Maximum Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the Class Counsel Award to Class Counsel from the Maximum Settlement Amount no later than fourteen (14) calendar days after the Effective Date. Class Counsel shall be solely and legally responsible

to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Named Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding. A reduced Class Representative or Class Counsel Award may be appealed.

5. PAGA Payment. Fifty Thousand dollars (\$50,000.00) shall be allocated from the Maximum Settlement Amount for payment of alleged claims for civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or \$37,500.00 to the California Labor and Workforce Development Agency (“LWDA Payment”) no later than fourteen (14) calendar days after the Effective Date. Twenty-five (25%), or \$12,500.00, will be part of the Net Settlement Amount and distributed to Settlement Class Members as described in this Agreement.

6. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Amount, currently estimated at \$36,500. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fourteen (14) calendar days after Defendants transmit the Maximum Settlement Amount to the Settlement Administrator for disbursement under this Agreement and as ordered by the Court.

P. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, and as ordered by the Court, Named Plaintiffs shall file with the Court a Motion for Order Granting Final Approval of Settlement and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Service Award, the Class Counsel Award, the LWDA Payment, the Settlement Administration Costs, and also seek entry of a Final Approval Order and Judgment.

1. Review of Motion for Final Approval. Class Counsel will provide an opportunity for Defendants’ Counsel to review the Motion for Final Approval of Settlement prior

to filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to obtain the Court's approval of the Motion for Final Approval of the Settlement.

2. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Named Plaintiffs' Motion for Final Approval of the Settlement detailing: (a) the number of Notices mailed and re-mailed to Class Members; (b) the number of undeliverable Notices; (c) the number of timely requests for exclusion; (d) the number of objections submitted; (e) the amount of the highest and average Individual Settlement Payments, the Settlement Administration Costs; and (f) any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

Q. Defendants' Option to Terminate Settlement. If, after the Response Deadline and before the Final Approval Hearing, the number of Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least five percent (5%) of all Class Members, Defendants shall have, in its sole discretion, the option to terminate this Settlement. If Defendants exercise the option to terminate this Settlement, Defendants shall: (a) provide written notice to Class Counsel prior to the Final Approval Hearing and no later than seven (7) calendar days after receiving notice from the Settlement Administrator of the number of Class Members who have submitted timely and valid requests for exclusion; (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and (c) the Parties shall proceed in all respects as if this Agreement had not been executed.

R. Dispute Resolution Concerning Enforcement of the Terms of This Settlement Agreement. Except as provided herein, all disputes concerning the interpretation, calculation or payment of settlement shares, or other disputes regarding compliance with this Settlement Agreement shall be resolved as follows: if Named Plaintiffs or Class Counsel (on behalf of Named Plaintiffs or any Class Member) or Defendants at any time contend that the other Party has breached or acted contrary to the Settlement Agreement, that Party shall notify the other Party in writing of the alleged violation. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) calendar days to correct the alleged violation and/or respond

to the initiating Party with the reasons why the Party disputes all or part of the allegation. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their differences and shall present any and all application(s) and/or stipulation(s) to the Court as may be necessary to effectuate their resolution and obtain the Court's approval. If the Parties are unable to resolve their differences within thirty (30) calendar days after the writing which notified them of the alleged violation, either Party may elect to file (1) an appropriate motion for enforcement with the Court, or (2) take any other legal action to enforce this Settlement Agreement, including and not limited to, pursuant to the Court's continuing jurisdiction and as stated in Section Y herein.

S. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

T. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

U. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

V. Entire Agreement. This Agreement and its exhibits constitute the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in the Agreement and its exhibits.

W. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendants represent and warrant that they are authorized to sign this Agreement on behalf of Defendants. Each Named Plaintiff represents and warrants that she is authorized to sign this

Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

X. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

Y. California Law Governs. All terms of this Agreement and the Exhibits and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

Z. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

AA. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

BB. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

CC. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

DD. Publicity. Other than as necessary to implement the Settlement, neither Plaintiffs nor Class Counsel shall initiate any publicity, disclosure or contact with the media, or respond to

any inquiry from the media, regarding the Settlement other than to confirm that this Action has settled. Any confirmation of Settlement shall remain confidential until Notice is mailed.

EE. No Unalleged Claims. Class Representatives and Class Counsel represent that, as of the date of execution of this Settlement, they do not currently intend to pursue any claims against Defendants, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, and that Plaintiff's Counsel is not currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Defendants, excepting those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation. Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

FF. Waiver of Certain Appeals. The Parties agree to stipulate to class certification for purposes of implementing this Settlement only and agree to waive all appeals from the Court's final approval of the Settlement, unless the Court modifies the Settlement, for example, by not awarding the requested Class Representative Service Payments or attorneys' fees.

GG. No Admissions. Named Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Named Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted.

HH. Notice of Settlement to LWDA. Named Plaintiffs hereby represents that Named Plaintiffs will provide notice of this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") at the time the motion for preliminary approval is filed as required by Labor Code Section 2699(1)(2).

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IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement is executed by and on behalf of the Settling Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: *November 4, 2019*  
~~October~~ \_\_, 2019

By: *Jeannette Cooks*  
Plaintiff, JEANNETTE COOKS

DATED: October \_\_, 2019

BY: \_\_\_\_\_  
Plaintiff, ALWENA FRAZIER

DATED: October \_\_, 2019

BY: \_\_\_\_\_  
Plaintiff, AUDREY L. BROWN

DATED: October \_\_, 2019

LAW OFFICE OF CATHERINE STARR  
BY: \_\_\_\_\_  
Catherine Starr  
Attorneys for Plaintiffs and the Putative Class

DATED: October \_\_, 2019

LAW OFFICE OF OLIVIA SANDERS  
By: \_\_\_\_\_  
Olivia Sanders  
Attorneys for Plaintiffs and the Putative Class

DATED: October \_\_, 2019

COHELAN KHOURY & SINGER  
By: \_\_\_\_\_  
Michael D. Singer / Jeff Geraci  
Attorneys for Plaintiffs and the Putative Class

[Signatures, continued next page]

1 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement is  
2 executed by and on behalf of the Settling Parties and their duly authorized attorneys, as of the day  
3 and year herein set forth.

4 DATED: October \_\_, 2019

5 By: \_\_\_\_\_  
6 Plaintiff, JEANNETTE COOKS

7 DATED: <sup>Nov</sup> ~~October~~ 7, 2019

8 BY: Aluwena Frazier  
9 Plaintiff, ALWENA FRAZIER

10 DATED: October \_\_, 2019

11 BY: \_\_\_\_\_  
12 Plaintiff, AUDREY L. BROWN

13 DATED: October \_\_, 2019

14 LAW OFFICE OF CATHERINE STARR

15 BY: \_\_\_\_\_  
16 Catherine Starr  
17 Attorneys for Plaintiffs and the Putative Class

18 DATED: October \_\_, 2019

19 LAW OFFICE OF OLIVIA SANDERS

20 By: \_\_\_\_\_  
21 Olivia Sanders  
22 Attorneys for Plaintiffs and the Putative Class

23 DATED: October \_\_, 2019

24 COHELAN KHOURY & SINGER

25 By: \_\_\_\_\_  
26 Michael D. Singer / Jeff Geraci  
27 Attorneys for Plaintiffs and the Putative Class

28 [Signatures, continued next page]

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3 and year herein set forth.

4  
5 DATED: October \_\_, 2019

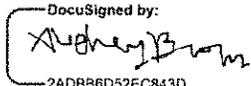
6 By: \_\_\_\_\_  
Plaintiff, JEANNETTE COOKS

7 DATED: October \_\_, 2019

8 BY: \_\_\_\_\_  
Plaintiff, ALWENA FRAZIER

9 october 28, 2019

10 DATED: October \_\_, 2019

11 BY:   
\_\_\_\_\_  
Plaintiff, AUDREY L. BROWN

12 DATED: October \_\_, 2019

13 LAW OFFICE OF CATHERINE STARR  
14 BY: \_\_\_\_\_  
15 Catherine Starr  
Attorneys for Plaintiffs and the Putative Class

16 DATED: October \_\_, 2019

17 LAW OFFICE OF OLIVIA SANDERS  
18 BY: \_\_\_\_\_  
Olivia Sanders  
Attorneys for Plaintiffs and the Putative Class

19 DATED: October 28, 2019

20 COHELAN KHOURY & SINGER  
21 By:   
22 Michael D. Singer / Jeff Geraci  
23 Attorneys for Plaintiffs and the Putative Class

24 [Signatures, continued next page]

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IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement is executed by and on behalf of the Settling Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: October \_\_, 2019

By: \_\_\_\_\_  
Plaintiff, JEANNETTE COOKS

DATED: October \_\_, 2019

BY: \_\_\_\_\_  
Plaintiff, ALWENA FRAZIER

DATED: October \_\_, 2019

BY: \_\_\_\_\_  
Plaintiff, AUDREY L. BROWN

DATED: <sup>Nov</sup> ~~October~~ 19, 2019

LAW OFFICE OF CATHERINE STARR

BY: Catherine Starr  
Catherine Starr  
Attorneys for Plaintiffs and the Putative Class

DATED: October \_\_, 2019

LAW OFFICE OF OLIVIA SANDERS

By: \_\_\_\_\_  
Olivia Sanders  
Attorneys for Plaintiffs and the Putative Class

DATED: October \_\_, 2019

COHELAN KHOURY & SINGER

By: \_\_\_\_\_  
Michael D. Singer / Jeff Geraci  
Attorneys for Plaintiffs and the Putative Class

*[Signatures, continued next page]*

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3 and year herein set forth.

4 DATED: October \_\_, 2019

5 By: \_\_\_\_\_  
6 Plaintiff, JEANNETTE COOKS

7 DATED: October \_\_, 2019

8 BY: \_\_\_\_\_  
9 Plaintiff, ALWENA FRAZIER

10 DATED: October \_\_, 2019

11 BY: \_\_\_\_\_  
12 Plaintiff, AUDREY L. BROWN

13 DATED: October \_\_, 2019

14 LAW OFFICE OF CATHERINE STARR

15 BY: \_\_\_\_\_  
16 Catherine Starr  
17 Attorneys for Plaintiffs and the Putative Class

18 DATED: October 25, 2019

19 LAW OFFICE OF OLIVIA SANDERS

20 By:   
21 Olivia Sanders  
22 Attorneys for Plaintiffs and the Putative Class

23 DATED: October \_\_, 2019

24 COHELAN KHOURY & SINGER

25 By: \_\_\_\_\_  
26 Michael D. Singer / Jeff Geraci  
27 Attorneys for Plaintiffs and the Putative Class

28 [Signatures, continued next page]

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DATED: October 28 2019

GAINES & GAINES, APLC

By:   
Daniel F. Gaines / Alex P. Katofsky  
Miriam L. Schimmel  
Attorneys for Plaintiffs and the Putative Class

DATED: October \_\_, 2019

TNG GP, THE NEWS GROUP, INC., THE NEWS GROUP, L.P., AND SELECT MEDIA SERVICES, L.L.C

By: \_\_\_\_\_  
John Swider  
President, Select Media Services, L.L.C.  
On behalf of all Defendants

DATED: October \_\_, 2019

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: \_\_\_\_\_  
Anthony J. DeCristoforo / Michael J. Nader  
Attorneys for Defendant  
TNG GP, The News Group, Inc., The News Group, L.P., and Select Media Services, L.L.C

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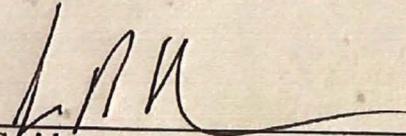
DATED: October \_\_, 2019

GAINES & GAINES, APLC

By: \_\_\_\_\_  
Daniel F. Gaines / Alex P. Katofsky  
Miriam L. Schimmel  
Attorneys for Plaintiffs and the Putative Class

DATED: October \_\_, 2019

TNG GP, THE NEWS GROUP, INC., THE NEWS GROUP, L.P., AND SELECT MEDIA SERVICES, L.L.C

By:  \_\_\_\_\_  
John Swider  
President, Select Media Services, L.L.C.  
On behalf of all Defendants

DATED: ~~October~~ 14, 2019

*November*

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By:  \_\_\_\_\_  
Anthony J. DeCristoforo / Michael J. Nader  
Attorneys for Defendant  
TNG GP, The News Group, Inc., The News Group, L.P., and Select Media Services, L.L.C

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# **EXHIBIT 1**

U.S. District Court, Eastern District of California, Case No.: 2:16-CV-01160-KJM-AC / 2:16-CV-02113-KJM-AC  
 (Jointly referred to as “*Cooks v. TNG*”)

**NOTICE OF CLASS ACTION SETTLEMENT**

To: **All persons employed by TNG GP, The News Group, Inc. and Select Media Services, LLC (collectively “TNG”) as a non-exempt employee in the State of California as a merchandiser at any time during the period from April 14, 2012 through October 3, 2019.**

*A court authorized this Notice. This is not a solicitation.  
 This is not a lawsuit against you and you are not being sued.  
 However, your legal rights may be affected by a class action settlement.*

Your rights and each option, and related deadlines, are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>YOU DO NOT NEED TO DO ANYTHING TO RECEIVE A SETTLEMENT PAYMENT</b>	The estimated amount of your Individual Settlement Payment is shown in Paragraph 8 of this Notice. Keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your check to the last known address on file for you.
<b>CHANGE CONTACT INFORMATION</b>	YOU MUST update your contact information with the Settlement Administrator to ensure that you receive your Individual Settlement Payment.
<b>EXCLUDE YOURSELF</b> Deadline: [Response Deadline]	You can exclude yourself from the Settlement if you do not wish to participate in the Settlement. This is the only option that allows you to pursue your own lawsuit against TNG about the legal claims in this case. If you exclude yourself, you will not receive an Individual Settlement Payment.
<b>OBJECT</b> Deadline: [Response Deadline]	If you think the Settlement is not fair, you can submit a written objection (“Notice of Objection”) to the Settlement Administrator, and it will be considered by the Court. You may also ask to speak in Court about why you think the Settlement is not fair at the time of the Final Approval Hearing. If the Settlement is approved, you will be bound by the terms of the Settlement and releases described in this Notice.
<b>DO NOTHING</b>	If you do nothing (that is, if you do not submit a timely request for exclusion), you will be mailed an Individual Settlement Payment at the address listed above, and you will be bound by the terms of the Settlement and releases described in this Notice.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION**

- 1. Why did I get this notice? .....Page 3
- 2. What is this Lawsuit about? .....Page 3
- 3. Why is this a class action? .....Page 3
- 4. Why is there a Settlement? .....Page 3
- 5. Who are the Parties in this Lawsuit.....Page 3
- 6. Do I have a lawyer in this case?.....Page 3

**THE TERMS OF THE SETTLEMENT**

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## BASIC INFORMATION

**1. Why did I get this notice?**

The Court has preliminarily approved a settlement of the lawsuit *Jeannette Cooks, et al v. The News Group, Select Media Services, et al*, Case No. 2:16-CV-01160-KJM-AC / 2:16-CV-02113-KJM-AC (jointly referred as “*Cooks v. TNG*”), which is pending in the U.S. District Court for the Eastern District of California (“Action” or “Lawsuit”). The Settlement is on behalf of a proposed Class, defined as all current and former non-exempt employees of TNG who worked in the State of California as merchandisers during the period from April 14, 2012 through October 3, 2019.

You received this notice because TNG’s records show that you worked for TNG as a non-exempt merchandiser in California at some time during the period from April 14, 2012 through October 3, 2019, and therefore, you may be a member of the Class (“Class Member”). This notice explains the Lawsuit, the settlement, your legal rights, the benefits available for you, your eligibility for benefits, and how you obtain them.

**2. What is this Lawsuit about?**

Jeannette Cooks, Alwena Frazier, and Audrey Brown (“Plaintiffs”) sued on behalf of themselves and other Merchandisers in California. Plaintiffs assert that Defendants owe them and other Merchandisers additional compensation for meal and rest breaks that were not provided, unpaid wages, unpaid overtime wages, unreimbursed business expenses, as well as penalties for inaccurate itemized wage statements, the late payment of final wages, and other related penalties. Plaintiffs seek damages for lost wages, interest, and penalties. They also seek attorneys’ fees and expenses. Defendants strongly deny Plaintiffs’ allegations and admit no wrongdoing. To avoid the costs of litigation, however, the Parties have agreed to settle this matter.

**3. Why is this a class action?**

In a class action, one court resolves the issues for everyone in the class, except for those people who decide to exclude themselves from the class. In this case, Plaintiffs Jeannette Cooks, Alwena Frazier, and Audrey Brown, sue on behalf of themselves and other merchandisers, and the group of merchandisers with similar claims is called a “Class.” Each person included in the class definition is a “Class Member.”

**4. Why is there a Settlement?**

The Court has not decided in favor of either party, not the Plaintiffs or the Defendants. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of a trial and the Class Members can get compensation from the Settlement. Plaintiffs and Class Counsel think that the Settlement is best for the Class.

**5. Who are the Parties in this Lawsuit?**

TNG employed Plaintiffs as non-exempt merchandisers in California.

TNG GP, The News Group, Inc. and Select Media Services, LLC are the named Defendants (collectively “Defendants” or “TNG”).

**6. Do I have a lawyer in this case?**

The Court has appointed Class Counsel listed below to represent your interests in this case.

**Class Counsel**  
Michael D. Singer  
Jeff Geraci  
Diana M. Khoury  
Cohelan Khoury & Singer  
605 C Street, Suite 200  
San Diego, CA 92101

**Defendants are represented by:**  
Anthony J. DeCristoforo  
Michael J. Nader  
Ogletree, Deakins, Nash,  
Smoak & Stewart, P.C.  
500 Capital Mall, Suite 2500  
Sacramento, CA 95814

Daniel F. Gaines  
Alex Katofsky  
Miriam L. Schimmel  
Gaines & Gaines, APLC  
27200 Agoura Road, Suite 101  
Calabasas, CA 91301

Jerome L. Rubin  
Williams Kastner  
601 Union Street, Suite 4100  
Seattle, WA 98101

Olivia Sanders  
Law Offices of Olivia Sanders  
3415 South Sepulveda Blvd, Suite 660  
Los Angeles, CA 90034

Catherine Starr  
5770 East Appaloosa Avenue  
Clovis, CA 93619

If you have questions regarding this Settlement, you should contact Class Counsel, or the Settlement Administrator at 1-800-[\[telephone\]](#). You may also view documents relating to the Settlement (including, but not limited to, the complaint, all papers filed in connection with the motion for preliminary approval of the Settlement, the order granting preliminary approval of the Settlement, and other documents) by visiting the following website:

[www.TNGClassActionSettlement.com](http://www.TNGClassActionSettlement.com).

## THE TERMS OF THE SETTLEMENT

### 7. What is the settlement amount and how will the Individual Settlement Payment be calculated?

Under the proposed Settlement, TNG will pay \$3,750,000.00 (referred to as the “Maximum Settlement Amount” or “MSA”) to fully and finally resolve all claims in the Lawsuit.

The “Net Settlement Amount” or “NSA” means the Maximum Settlement Amount, less all of the following amounts, which are subject to approval by the Court:

- A. Attorneys’ Fees and Costs: Class Counsel will apply to the Court for attorneys’ fees of up to \$1,250,000.00, and reimbursement of actual litigation costs and expenses estimated at \$56,000.
- B. Class Representative Service Award: Class Counsel will apply to the Court for a Service Award of up to \$7,500 to each Plaintiff for their efforts in prosecuting this case. Plaintiff’s Service Award will be in addition to any Individual Settlement Payment he receives as a Settlement Class Member.
- C. LWDA Payment: Class Counsel will apply to the Court for an allocation of \$50,000 towards the PAGA claims in the Lawsuit. The Settlement Administrator shall pay \$37,500 (75% of \$50,000) to the California Labor and Workforce Development Agency) no later than fourteen (14) calendar days after the Effective Date. The other 25%, the amount of \$12,500, will be retained in the NSA and distributed to the Class Members.
- D. Settlement Administration Costs: The Settlement Administration Costs refer to the fees and expenses reasonably incurred by the Settlement Administrator to, among other things, distribute notice packets to Class Members, process requests for exclusion and Notices of Objection, and distribute payments under the Settlement. Settlement Administration Costs are estimated to be \$36,500.00.
- E. Employer-side Payroll Taxes: The employer’s portion of FICA, FUTA, and all other state and federal payroll taxes, estimated to be \$37,560.

If the Court grants final approval of the Settlement, the NSA will be paid out entirely, *automatically*, to all Class Members who do not request exclusion from the Settlement (“Settlement Class Members”). Any portion of the NSA that would have been paid to individuals who timely request exclusion from the Settlement will be paid to the

Settlement Class Members who participate in the Settlement. In other words, the entire NSA will be paid to Settlement Class Members, and no portion of the NSA will be returned to TNG under any circumstances.

Each Settlement Class Member's share of the NSA will be based on the number of Compensable Workweeks that he or she worked for TNG in California during the period from April 14, 2012 through October 3, 2019 ("Class Period"), using the following procedure:

- The Settlement Administrator will calculate the number of Compensable Workweeks by calculating the number of shifts each Class Member worked during the Class Period, and then dividing that number by seven (7), and rounding up that amount to the nearest whole number.
- The Settlement Administrator will determine the total, aggregate number of Compensable Workweeks worked by all Class Members.
- Each Class Member's Compensable Workweeks will be divided by the total Compensable Workweeks for all Class Members, resulting in the "Payment Ratio" for each Class Member.
- Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate the gross amount of each Individual Settlement Payment.

Ten percent (10%) of each Individual Settlement Payment will be allocated to the settlement of claims for unpaid wages, and will have withholdings and taxes deducted at each Settlement Class Members' last-reported withholding status; twenty percent (20%) will be allocated to expense reimbursements; and thirty-five percent (35%) will be allocated to the settlement of claims for penalties; and, the remaining thirty-five percent (35%) will be allocated to interest under the California Labor Code. The portion allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2, and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator.

**8. How much will my Individual Settlement Payment be?**

TNG's records show that you were employed by TNG as a Class Member from <<Start Date>> to <<End Date>> during the Class Period, and worked <<Compensable Workweeks>> Compensable Workweeks during the Class Period. Based on this information, your estimated gross Individual Settlement Payment is approximately \$<<Estimated Individual Settlement Payment>>.

This amount is only an estimate. The actual Individual Settlement Payment you receive may be slightly more or less than the estimated amount shown.

**9. What do I do if my dates of employment are wrong?**

Your dates of employment, and the number of Compensable Workweeks as shown above, were determined based upon TNG's records. If you believe the dates of employment and/or the number of Compensable Workweeks attributed to you are not right, you may send a letter to the Settlement Administrator stating what you believe the right dates are. In order to be considered, you must mail your letter to the Settlement Administrator at the address listed below, in Paragraph 12 of this Notice, postmarked on or before [60 days after initial mailing], 2019. Your dispute must contain: (1) your full name and address; (2) the case name and number (*Jeannette Cooks, et al v. The News Group, Select Media Services, et al*, Case No. 2:16-CV-01160-KJM-AC / 2:16-CV-02113-KJM-AC); (3) a clear statement indicating you wish to dispute the dates of employment and/or number of Compensable Workweeks attributed to you; and (4) the dates of employment and/or number of Compensable Workweeks you contend are correct, together with any supporting documents or information. The Settlement Administrator will resolve any dispute regarding your dates of employment and/or number of Compensable Workweeks based on TNG's records and any information you provide.

**HOW TO GET A PAYMENT****10. How do I get my Individual Settlement Payment?**

You do not need to do anything -- you will automatically receive your Individual Settlement Payment after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change or correction in your contact information, or if the information shown in Paragraph 8 regarding your employment with Defendant is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. If final approval of the Settlement is granted, your Individual Settlement Payment installments will be mailed to the last known address on file with the Settlement Administrator.**

Settlement Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

**11. What am I giving up to get an Individual Settlement Payment?**

Unless you exclude yourself, you remain in the Class, which means you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants for the same legal issues in this Action. Specifically, you will be giving up or “releasing” the claims described below:

**Release of Claims:** If the Court approves the Settlement, each Class Member who has not excluded themselves from the Settlement will be bound by the Settlement, and thereby release Defendants, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them (the “Released Parties”), from all claims, causes of action and factual or legal theories that were alleged in the Lawsuit, or reasonably could have been alleged based on the facts and legal theories contained in the Lawsuit, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to reimburse business expenses; (e) failure to provide complete, accurate or properly formatted wage statements; (f) waiting time penalties that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (g) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (h) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (i) any other claims or penalties under the wage and hour laws pleaded in the Action; and (j) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Covered Period. The res judicata effect of the Judgment will be the same as that of the Release. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiffs or Settlement Class Members may discover new facts or legal theories or legal arguments not alleged in the operative complaint but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims.

**EXCLUDING YOURSELF FROM THE SETTLEMENT****12. How do I exclude myself from the Settlement?**

If you want to retain the right to pursue claims related to this case against the Defendants and/or you do NOT want a payment from this Settlement, then you must exclude yourself. Excluding yourself is also referred to as “opting-out.” If you exclude yourself, you will not receive money from this settlement.

The request for exclusion must contain: (1) your name, address, telephone number, and the last four digits of your Social Security Number or your full Employee ID Number; (2) your signature or the signature of your legal representative; (3) the case name and number (*Jeannette Cooks, et al v. The News Group, Select Media Services, et al*, Case No. 2:16-CV-01160-KJM-AC / 2:16-CV-02113-KJM-AC); and (4) a clear statement that you wish to exclude yourself from the Settlement.

To be timely, any request for exclusion must be mailed or faxed to the Settlement Administrator, postmarked or fax-stamped on or before [Response Deadline], to the following address or fax number:

TNG Class Action Settlement  
[Settlement Administrator]  
[Address]  
[Fax Number]

Requests for exclusion which are postmarked or fax-stamped after the Response Deadline may not be accepted.

**13. If I don't exclude myself, can I sue TNG for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue TNG for the claims that this Settlement covers, for the period from April 14, 2012 through October 3, 2019. *If you have a pending lawsuit, speak to your lawyer in that case immediately.* You must exclude yourself from this Class to continue your own lawsuit.

**OBJECTING TO THE SETTLEMENT**

**14. How do I tell the Court that I don't like the Settlement?**

If you do not think the Settlement is fair, you can object to the Settlement and tell the Court that you do not agree with the Settlement or some part of it. The Court will consider your views when deciding whether to grant final approval of the Settlement. This is the process to tell the Court if you think the Settlement as a whole is unfair. If you only think your Settlement Payment was miscalculated, use the process in Paragraph 9 of this Notice.

To object to the Settlement, you may file a written objection with the Court or you may attend and speak at the Final Approval Hearing. The Court will consider all objections in deciding whether to approve the Settlement. All written objections should (a) reference the case name and number (*Jeannette Cooks, et al v. The News Group, Select Media Services, et al*, Case No. 2:16-CV-01160-KJM-AC / 2:16-CV-02113-KJM-AC); (b) explain the basis for the objection, (c) include the last four digits of your Social Security number and/or Employee ID number (your Social Security number will be redacted before an objection becomes part of the public record); and (d) be signed by you. Written objections must be filed with the Clerk of the Court no later than [Response Deadline] at: Robert T. Matsui United States Courthouse, 501 I Street, Courtroom 3, 15<sup>th</sup> Floor, Sacramento, CA 95814.

**15. What is the difference between objecting and being excluded?**

Objecting is telling the Court that you do not like something about the Settlement. You may only object if you remain a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you cannot object.

**THE COURT'S FINAL APPROVAL HEARING**

**16. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing before Judge Kimberly J. Mueller of the United States District Court Eastern District of California, Court Room 3, 15<sup>th</sup> Floor, 501 I Street, Sacramento, CA 95814 on [Date], at [Time]. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class

Representative Service Award, the allocation for PAGA penalties, and the Settlement Administration Costs. The Court may reschedule the Final Approval Hearing without further notice to Class Members

**17. Do I have to come to the hearing?**

You are not required to attend the Final Approval Hearing, but you or your lawyer may attend if you choose. If you are a participating class member and you wish to speak or have your lawyer speak for you, you may do so. Please visit <http://www.caed.uscourts.gov/caednew/> and select the court calendar for Judge Mueller to see whether the Final Approval Hearing will be held on [scheduled date] or has been rescheduled to a new hearing date.

**GETTING MORE INFORMATION**

**18. Who may I contact if I have questions about the Settlement?**

If you have any questions about the Settlement, you may contact Class Counsel at the address or telephone number listed in Paragraph 6 of this Notice. You may also contact the Settlement Administrator by calling toll free 1-[telephone number], or by writing to the Settlement Administrator at the address shown in Paragraph 12, above.

If you would like to review relevant documents, including the settlement agreement and other Court-filed documents, please visit the website [www.TNGClassActionSettlement.com](http://www.TNGClassActionSettlement.com). Documents may also be reviewed during regular office hours, 9:00 a.m. to 4:00 p.m., Monday through Friday, at the Office of the Clerk, Room 4-200, at the address shown in Paragraph 16.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR TNG MANAGERS, SUPERVISORS, OR THEIR ATTORNEYS FOR INFORMATION.** (Note: You may contact the attorneys identified as “Class Counsel” in Paragraph 6 of this Notice).

**ADDITIONAL IMPORTANT INFORMATION**

- 19. TNG supports the Settlement and will not retaliate in any manner whatsoever** against any Class Member, whether they choose to stay in the Class as a Settlement Class Member and receive an Individual Settlement Payment, or request to be excluded from the Settlement, or object to the Settlement.
- 20. It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file**, as this will be the address to which your Individual Settlement Payment installments will be sent.
- 21. Individual Settlement Payment checks must be cashed soon after receipt.** Individual Settlement Payment checks that remain uncashed 180 calendar days after the date of issuance will be voided, and the funds represented by any such uncashed checks shall be distributed 50% to No Kid Hungry, a non-profit providing child hunger relief programs and 50% to Legal Aid at Work, a non-profit group providing legal advice and representation to workers. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

# **EXHIBIT 2**

*Cooks, et al., v. TNG, GP, et al.*  
United States District Court, Eastern District of California  
Case No. 2:16: CV-01160-KJM-AC

**CHANGE OF ADDRESS FORM**

«BarcodeString»  
SIMID «SIMID»  
**ATTN:** «FirstName» «LastName»  
«Address1» «Address2»  
«City» «Abbrev» «Zip»

*If the contact information that is listed here for you needs to be updated or corrected, please inform the Settlement Administrator immediately.*

I wish to change my name and/or mailing address and/or other contact information to the following:

Name: \_\_\_\_\_

Former Name (if applicable): \_\_\_\_\_

Street and Apt. No., if any: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone(s): (Home): \_\_\_\_\_; (Cell): \_\_\_\_\_

Email: \_\_\_\_\_

I understand all future correspondence in this Lawsuit, including important notices or Settlement Payments, will be sent to the address shown above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Submitted by:

DATED: \_\_\_\_\_, 201\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED  
VIA UNITED STATES FIRST-CLASS MAIL TO:**

TNG, GP Class Action Settlement Administrator  
c/o CPT Group, Inc.  
P. O. Box \_\_\_\_  
Irvine, California \_\_\_\_