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12 Attorneys for Defendant JOSTENS, INC.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF TULARE

15 WILLIAM SNYDER, as an individual and  
on behalf of all others similarly situated,

16 Plaintiffs,

17 v.

18 JOSTENS, INC., a Minnesota corporation;  
19 and DOES 1 through 50, inclusive,

20 Defendants.

CASE NO. VCU282085

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT**

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**JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”) is made and entered into by and between Plaintiff William Snyder (“Snyder” or “Plaintiff”) and Defendant Jostens, Inc. (“Defendant”) (collectively, the “Parties”).

**RECITALS**

**DEFINITIONS**

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

1. “Action” means *Snyder v. Jostens, Inc.*, Tulare County Superior Court Case No. VCU282085 (filed on February 13, 2020). The “Action” includes the claims and allegations in the First Amended Complaint and Plaintiff’s December 10, 2019, letter to the Labor and Workforce Development Agency.
2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action Settlement.
3. “Class” or “Class Member(s)” means all current and former non-exempt California employees who were paid overtime wages by Defendant at any time from February 13, 2019, through October 1, 2019. It has been determined that there are approximately 146 individuals that comprise of the Class who received 948 wage statements that contain overtime wages. In the event that the number of wage statements issued during the Class Period is actually 10% more than this number, then Defendant shall proportionately increase the Gross Settlement Amount by an equal percentage, e.g., if the wage statements issued during the Class Period is actually 1,053 wage statements, then Defendant shall pay an additional 11% of the Gross Settlement Amount, or \$6,050.
4. “Class Counsel” means William L. Marder of Polaris Law Group, LLP, and Dennis S. Hyun of Hyun Legal, APC.
5. “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 Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award of up to one-third of the Gross Settlement Amount and costs in the amount of up to

1 \$5,000.00, subject to the Court finally approving this Settlement. Any portion of the Class  
2 Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

3 6. "Class List and Data" means information regarding all Class Members that  
4 Defendant will diligently and in good faith compile from its records and provide to the Settlement  
5 Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as  
6 a Microsoft Office Excel spreadsheet and shall include: each Class Member's full name;  
7 employee number; most recent mailing address; Social Security number; and the number of wage  
8 statements containing payment of overtime wages received by each Class Member during the  
9 Class Period.

10 7. "Class Period" means the period from February 13, 2019, through October 1,  
11 2019.

12 8. "Class Representative" and/or "Plaintiff" mean Plaintiff William Snyder.

13 9. "Class Representative Enhancement Payment" means the amount that the Court  
14 authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in  
15 recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action. Subject  
16 to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to \$5,000.00  
17 from the Gross Settlement Amount.

18 10. "Gross Settlement Amount," or "GSA" means the maximum settlement amount of  
19 \$60,500.00, which sum includes all payments contemplated by this Agreement, including  
20 Individual Settlement Payments to Participating Class Members, the Class Representative  
21 Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement  
22 Administrator, and Class Counsel Award, and PAGA Payment to the California Labor and  
23 Workforce Development Agency. In no event shall Defendant be liable for more than \$60,500.00  
24 as a result of this Agreement.

25 11. "Complaint" means the operative Class Action Complaint filed by Plaintiff in this  
26 Action on February 19, 2020.

27 12. "Counsel for Defendant" or "Defense Counsel" means Jessica L. Linehan, Esq.,  
28 of Dorsey Whitney LLP, 600 Anton Blvd., Suite 2000, Costa Mesa California 92626.

13. "Court" means the Superior Court for the State of California, County of Tulare, or

1 any other court taking jurisdiction of the Action.

2 14. “Defendant” means Defendant Jostens, Inc.

3 15. “Effective Date” means the latest of the following: (a) the date when the Court  
4 enters the Final Approval Order, if there are no objections, or if an objection is withdrawn prior  
5 to the Final Approval hearing; or (b) 3 calendar days after the deadline to file an appeal of the  
6 final approval order, if no appeals are filed; or (c) if one or more appeals are filed, 3 calendar days  
7 after any appeal is dismissed or the final approval of the settlement is affirmed after an appeal,  
8 and the final approval order is not subject to further appeal.

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

11 17. “Final Approval Order” refers to the order of the Court granting final approval of  
12 this Settlement Agreement and entering a Judgment approving this Agreement on substantially  
13 the terms provided herein or as the same may be modified by subsequent agreement of the Parties

14 18. “Individual Settlement Payment” means the amount payable from the Net  
15 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
16 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
17 Payments shall be paid by a settlement check made payable to Participating Class Members  
18 and/or PAGA Members.

19 19. “Net Settlement Amount,” or “NSA” means the balance of the Gross Settlement  
20 Amount remaining after deduction of the approved Class Representative Enhancement Payment,  
21 Settlement Administration Costs, Class Counsel Award, and the PAGA Payment to the California  
22 Labor and Workforce Development Agency. The entire Net Settlement Amount is the maximum  
23 amount that will be available for distribution to Participating Class Members.

24 20. “Notice of Objection” means a Class Member’s valid and timely written objection  
25 to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full  
26 name, signature, address, and telephone number; (b) a written statement of basis for the objection;  
27 and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice  
28 of Objection must be returned by mail to the Settlement Administrator at the specified address  
indicated in the Notice Packet, and be postmarked or by the Response Deadline.



1           21. “Notice Packet” means the Notice of Proposed Class Action Settlement,  
2 substantially in the form attached as Exhibit A.

3           22. “PAGA” means the California Labor Code Private Attorneys General Act of 2004  
4 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

5           23. “PAGA Payment” means the amount that the Parties have agreed to allocate as  
6 civil penalties in order to settle claims arising under the Private Attorneys General Act of 2004  
7 (Cal. Lab. Code §§ 2698, *et seq.*). The Parties have agreed to allocate Five Thousand Five  
8 Hundred Dollars (\$5,500.00) of the Maximum Settlement Amount as the PAGA Payment.  
9 Seventy-five percent (75%) of the PAGA Payment (i.e., \$4,125.00) shall be paid directly to the  
10 LWDA in accordance with Labor Code §§ 2698 *et seq.* The remaining twenty-five percent (25%)  
11 of the PAGA Payment (i.e., \$1,375.00), shall be distributed to PAGA Members. PAGA Members  
12 will receive payment from the employee portion of the PAGA Payment regardless of their  
13 decision to participate in the class action if the PAGA Payment is approved by the Court

14           24. “PAGA Period” means the period from February 13, 2019, through October 1,  
15 2019.

16           25. “PAGA Members” means all current and former non-exempt California employees  
17 who were paid overtime wages by Defendant at any time during the PAGA Period (who are  
18 aggrieved employees in this Action for purposes of the PAGA Payment Amount). The PAGA  
19 Members will get their respective shares of the PAGA Payment portion of the Gross Settlement  
20 Amount regardless of whether they opt out or object to the class action settlement.

21           26. “Parties” means Plaintiff, as an individual and on behalf of the Settlement Class,  
22 and Defendant collectively.

23           27. “Participating Class Members” means all Class Members who do not submit valid  
24 and timely Requests for Exclusion.

25           28. “Preliminary Approval” means the Court’s order granting preliminary approval of  
26 the Settlement.

27           29. “Released Claims” by the Participating Class Members upon funding the Gross  
28 Settlement Amount include, but are not limited to, any and all claims, obligations, demands,  
actions, rights, causes of action, and liabilities against the Released Parties, of any form

1 whatsoever arising during the Class Period, which were pled in the operative Complaint or that  
2 could have been pled based on the facts alleged therein, including (i) any and all class claims  
3 contained in the Complaint for violation of Labor Code § 226 that arose or accrued during the  
4 Class Period, and (ii) penalties under the California Private Attorneys General Act based on the  
5 aforementioned Labor Code violations. In addition, upon Defendant funding the Gross  
6 Settlement Amount, Plaintiff and the LWDA (having received notice of the proposed Settlement)  
7 shall be deemed to have released the Released Parties of any and all claims and/or causes of  
8 action which are based on the factual allegations set forth in the operative Action, and arising at  
9 any time during the PAGA period. Additionally, upon Defendant funding the Gross Settlement  
10 Amount, Plaintiff is waiving his right to serve as a PAGA representative.

11 30. “Released Claims Period” means the period from February 19, 2019, through  
12 October 1, 2019.

13 31. “Released Parties” means Defendant and its subsidiaries, affiliates, and/or parents,  
14 their attorneys, each such entity’s successors and predecessors in interest, and all such entities  
15 respective officers, directors, employees, administrators, employees, agents, representatives,  
16 attorneys, insurers, investors, parent companies, successors, assigns, joint venturers, and  
17 fiduciaries, and trustees, whether past or present.

18 32. “Request for Exclusion” means a timely letter submitted by a Class Member  
19 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)  
20 clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth  
21 the name, address, telephone number and last four digits of the Social Security Number of the  
22 Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail  
23 to the Settlement Administrator at the specified address indicated in the Notice Packet; and (e) be  
24 postmarked on or before the Response Deadline and received by the Settlement Administrator.

25 33. “Response Deadline” means forty-five (45) days after the Settlement  
26 Administrator initially mails the Notice Packet to Class Members, and the last date on which  
27 Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

28 34. “Settlement” means the agreement among parties to resolve the Action, as set forth  
in this Stipulation.

1           35.   “Settlement Administration Costs” means the fees and expenses reasonably  
2 incurred by the Settlement Administrator as a result of the procedures and processes expressly  
3 required by this Agreement, including, but not limited to, printing, distributing, and tracking  
4 documents for this Settlement, calculating/confirming the Class Members’ Workweeks from the  
5 information contained in the Class List, calculating each Participating Class Member’s Individual  
6 Settlement Payment, tax reporting, distributing the Maximum Settlement Amount, providing  
7 necessary reports and declarations Settlement Administration Costs shall not exceed Five  
8 Thousand Dollars (\$5,000.00). Any portion of the Settlement Administration Costs not use or  
9 approved by the Court shall be added to the Net Settlement Amount.

10           36.   “Settlement Administrator” means Phoenix Settlement Administrators.

11           37.   “Settlement Payment Check” means the payment to Participating Class Members  
12 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement.

### RECITALS

13           38.   This Settlement is made and entered into by and between Plaintiff and Defendant,  
14 and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties  
15 expressly acknowledge that this Agreement is entered into solely for the purpose of  
16 compromising significantly disputed claims and that nothing herein is an admission of liability or  
17 wrongdoing by Defendant.

18           39.   Procedural History. On December 10, 2019, Plaintiff submitted her written notice  
19 to the Labor Workforce Development Agency (the “LWDA”) alleging violations of Labor Code §  
20 226 (“PAGA Notice”). On or about January 10, 2020, Defendant submitted notice of cure to the  
21 LWDA. Thus, on or about February 19, 2020, Plaintiff filed this class action in Tulare County  
22 Superior Court alleging a single class claim for violation of Labor Code § 226(a).

23           40.   Since the inception of this case, the Parties worked to informally resolve this  
24 matter, including Defendant producing the number of class members and wage statements at  
25 issue. The Parties’ counsel engaged in arms’ length settlement negotiations and were able to  
26 resolve this matter as memorialized herein. The Parties recognize the risk, expense, and delay in  
27 continuing the Action, and therefore believe the Settlement to be fair, reasonable, and adequate.  
28 Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims

1 arising from or relating to the Action.

2 **TERMS OF AGREEMENT**

3 Plaintiff, individually and on behalf of the Settlement Class, and Defendant agree as  
4 follows:

5 41. Settlement Consideration. Defendant shall pay the Gross Settlement Amount or  
6 GSA as specified in this Agreement, which shall be used to pay: (1) Individual Settlement  
7 Payments; (2) Class Counsel Award; (3) Class Representative Enhancement Payment; and (4) the  
8 PAGA Payment and (5) Settlement Administration Costs to the Settlement Administrator. The  
9 Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement  
10 Amount shall revert to Defendant. In no event shall Defendant be required to pay more than the  
11 Gross Settlement Amount as specified in this Agreement.

12 42. Funding of the Gross Settlement Amount. Defendant will fund the GSA within 15  
13 calendar days of the Effective Date into a Qualified Settlement Fund (“QSF”) to be established by  
14 the Settlement Administrator.

15 43. Class Counsel Award. Defendant agrees not to oppose or impede any application  
16 or motion by Class Counsel for attorneys’ fees of up to one-third of the Gross Settlement Amount  
17 (\$60,500), *i.e.*, \$20,166.67 and costs in the amount of up to \$5,000.00, which shall be paid from  
18 the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to  
19 Class Counsel reflecting the awarded attorneys’ fees, costs and expenses. Any portion of the  
20 Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount  
21 and shall be distributed to Class Members as provided in this Agreement.

22 44. Class Representative Enhancement Payment. Defendant agrees not to oppose or  
23 impede any application or motion by Plaintiff for a Class Representative Enhancement Payment  
24 of up to \$5,000.00 to Plaintiff. The Class Representative Enhancement Payment shall be paid  
25 from the Gross Settlement Amount, and shall be paid in addition to Plaintiff’s Individual  
26 Settlement Payment as a Settlement Class Member. The Settlement Administrator shall issue an  
27 IRS Form 1099 to Plaintiff reflecting the Class Representative Enhancement Payment. Plaintiff  
28 shall be solely and legally responsible to pay any and all applicable taxes on the Class  
Representative Enhancement Award and shall hold harmless Defendant and its counsel and

1 Plaintiff's counsel from any claim or liability for taxes, penalties, or interest arising as a result  
2 of the Class Representative Enhancement Award. Any portion of the Class Representative  
3 Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Amount and  
4 shall be distributed to Class Members as provided in this Agreement.

5 45. Settlement Administration Costs. The Settlement Administrator shall be paid for  
6 the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to  
7 exceed Five Thousand Dollars (\$5,000.00). These costs, which shall be paid from the Gross  
8 Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual  
9 Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund,  
10 administering and distributing the Gross Settlement Amount and Class Counsel Award, and  
11 providing necessary reports and declarations. Any portion of the Settlement Administration Costs  
12 not allowed shall be added to the Net Settlement Amount and shall be distributed to Class  
13 Members as provided in this Agreement.

14 46. PAGA Payment. Five Thousand Five Hundred Dollars (\$5,500.00) of the  
15 Maximum Settlement Amount shall be allocated from the Maximum Settlement Amount for  
16 settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay  
17 seventy-five percent (75%) of the PAGA Payment, or Four Thousand One Hundred Twenty-Five  
18 Dollars (\$4,125.00), to the LWDA. The remaining twenty-five percent (25%) of the PAGA  
19 Payment, or One Thousand Three Hundred Seventy-Five Dollars (\$1,375.00), will be distributed  
20 to PAGA Members on a *pro rata* basis based on the total number of pay periods in which the  
21 PAGA Member received a wage statements containing payment of overtime wages during the  
22 PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of  
23 their decision to opt-out of the class settlement.

24 47. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy  
25 Individual Settlement Payments to Participating Class Members from the Settlement Class in  
26 accordance with the terms of this Agreement. The Settlement Administrator will allocate the  
27 Individual Settlement Payments (including the PAGA Payment to PAGA members) by first  
28 totaling up all wage statements containing payment of overtime wages received by Class  
Members during the Class Period ("Wage Statement Total"). Then, each Participating Class

1 Member's wage statements containing payment of overtime wages received during the Class  
2 Period will be divided by the Wage Statement Total and then multiplied against the Net  
3 Settlement Amount to calculate the Individual Settlement Payment. Participating Class Members  
4 are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right  
5 to any portion of the Net Settlement Amount. If there are any timely submitted Requests for  
6 Exclusion, the Settlement Administrator shall proportionately increase the Individual  
7 Settlement Payments for each Participating Class Member so that the amount actually  
8 distributed to Participating Class Members equals 100% of the Net Settlement Amount.

9 48. Notice of Settlement to LWDA. In conjunction with, or prior to, their Motion for  
10 Preliminary Approval, Class Counsel will submit the proposed Settlement to the LWDA, in  
11 accordance with Labor Code section 2699, subdivision (1)(2).

12 49. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
13 Participating Class Members under this Agreement, as well as any other payments made pursuant  
14 to this Agreement, shall not be utilized to calculate any additional benefits under any benefit  
15 plans to which any Class Members may be eligible, including, but not limited to: profit-sharing  
16 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO  
17 plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement will not  
18 affect any rights, contributions, or amounts to which any Class Members may be entitled under  
19 any benefit plans.

20 50. Settlement Administration Process. The Parties agree to cooperate in the  
21 administration of the Settlement and to make all reasonable efforts to control and minimize the  
22 costs and expenses incurred in the administration of the Settlement. The Settlement Administrator  
23 shall provide the following services:

- 24 a. Establish and maintain a Qualified Settlement Fund account;
- 25 b. Calculate the amount of the Settlement each Class Member is eligible to  
26 receive;
- 27 c. Prior to mailing the Class Members Notices of Proposed Class Action  
28 Settlement and Final Fairness and Approval Hearing ("Class Notice" or "Notice Form" or  
"Notice"), the Settlement Administrator will verify the last known address for each Class

1 Member through a generally utilized, national address update database;

2 d. Printing and mailing the Class Members Notice;

3 e. Establishing and maintaining a toll-free informational telephone support  
4 line to assist Class Members who have questions regarding the Notice;

5 f. Conducting additional address searches for mailed Notices that are returned  
6 as undeliverable, and to the extent new and more current addresses are found, the Settlement  
7 Administrator will also reprint and re-mail Notices accordingly;

8 g. Calculating Participating Class Members settlement share, fielding  
9 inquiries from Class Members, and administration of any Requests for Exclusion. This service  
10 will include settlement proceed calculations, printing and issuance of checks, and preparation of  
11 1099 Forms. Basic accounting for and payment of employee tax withholdings will also be  
12 included as part of this service; and

13 h. Providing declarations and/or other information to the Court as requested.

14 51. Delivery of the Class List and Data. Within fifteen (15) calendar days of  
15 Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement  
16 Administrator.

17 52. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the  
18 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to  
19 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing  
20 addresses identified in the Class List.

21 53. Confirmation of Contact Information in the Class List. Prior to mailing, the  
22 Settlement Administrator shall perform a search based on the National Change of Address  
23 Database for information to update and correct for any known or identifiable address changes.

24 54. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice  
25 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the  
26 Settlement's principal terms; (3) the Settlement Class definition; (4) each Class Member's  
27 estimated Individual Settlement Payment (including the PAGA Payment) and the formula for  
28 calculating Individual Settlement Payments, if they do not request to be excluded; (5) the dates  
which comprise the Class Period and PAGA Period; (6) instructions on how to submit valid

1 Requests for Exclusion, or objections; (7) the deadlines by which the Class Member must submit  
2 Request for Exclusions or Notices of Objection to the Settlement; (8) the date for the final  
3 approval hearing; and (9) the claims to be released. The Notice Packet will also inform Class  
4 Members that in order to receive the Individual Settlement Payment, they do not need to do  
5 anything except keep the Settlement Administrator apprised of their current mailing addresses.

6 55. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement  
7 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly  
8 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
9 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding  
10 address is provided, the Settlement Administrator shall promptly attempt to determine the correct  
11 address using a skip-trace, or other search using the name, address and/or Social Security number  
12 of the Class Member involved, and shall then perform a re-mailing. Those Class Members who  
13 receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days  
14 from the original Response Deadline.

15 56. Request for Exclusion Procedures. Any Class Member may opt-out from the  
16 Settlement by submitting a written Request for Exclusion to the Settlement Administrator  
17 postmarked by the Response Deadline. Requests for Exclusion must: (1) contain the name,  
18 address, telephone number, and the last four digits of the Social Security number of the person  
19 requesting exclusion; (2) clearly state that the Class Member does not wish to be included in the  
20 Settlement; (3) be signed by the Class Member; (4) be returned by mail to the Settlement  
21 Administrator at the specified address; and (5) be postmarked on or before the Response  
22 Deadline. The date of the postmark shall be the exclusive means to determine whether a Request  
23 for Exclusion has been timely submitted. By submitting such a Request for Exclusion, a Class  
24 Member shall be deemed to have exercised his or her option to opt out of the Action and not be  
25 bound by this Agreement. Accordingly, a Class Member that timely submits a valid Request for  
26 Exclusion will not be entitled to any payments under this Settlement and will not be bound by the  
27 terms of the Settlement. Any Class Member who fails to submit a valid and timely Request for  
28 Exclusion on or before the Response Deadline shall be deemed a Participating Class Member, and  
will be bound by all terms of the Settlement, if the Settlement is granted final approval by the



1 Court.

2 57. Defendant's Right to Rescind. If 10 or more of the Settlement Class Members  
3 elect not to participate in the Settlement, Defendants may, at their election, rescind the Settlement  
4 Agreement and all actions taken in furtherance of it will be thereby null and void. Defendants  
5 must meet and confer with Class Counsel prior to exercising this right and must make clear their  
6 intent to rescind the Agreement within fourteen (14) calendar days of the Settlement  
7 Administrator notifying the Parties of these opt-outs. If Defendants exercise their right to rescind  
8 the Agreement, Defendants shall be responsible for all Settlement Administration Costs incurred  
9 to the date of rescission.

10 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
11 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely  
12 Request for Exclusion shall be bound by all of its terms, including those pertaining to the  
13 Released Claims, as well as any Judgment that may be entered by the Court. The names of  
14 Settlement Class Members who have opted-out of the settlement shall be disclosed to the Counsel  
15 for Plaintiff, Defendants and to the Court upon the Court's request.

16 59. Objection Procedures. Any Class Member who does not opt-out of this Settlement  
17 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must  
18 return by mail a written statement of objection to the Settlement Administrator at the specified  
19 address by the Response Deadline. The date of the postmark on the Notice of Objection shall be  
20 deemed the exclusive means for determining that a Notice of Objection is timely. The Notice of  
21 Objection must include: (a) the objector's full name, signature, address, and telephone number;  
22 (b) a written statement of the basis for the objection; and (c) any copies of papers, briefs, or  
23 documents upon which the objection is based. Class Members who submit a timely Notice of  
24 Objection will have the right to appear at the final approval hearing to have their objections heard  
25 by the Court, at their own expense. Additionally, even if a Class Member does not submit a  
26 timely Notice of Objection, he/she may still appear at the final approval hearing and present oral  
27 objections to the Court. At no time shall any of the Parties or their counsel seek to solicit or  
28 otherwise encourage Class Members to submit written objections to the Settlement or appeal from  
the Order and Judgment. Class Counsel shall not represent any Class Members with respect to

1 any such objections to this Settlement. Any Class Member who submits a valid Request for  
2 Exclusion shall not be allowed to object to this Settlement.

3 60. Settlement Administrator's Reports of Information. The Settlement Administrator  
4 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of  
5 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement  
6 Administrator will provide to counsel for both Parties any updated reports regarding the  
7 administration of the Settlement as needed or requested. The Settlement Administrator shall also  
8 forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further,  
9 if requested by Parties' counsel, the Settlement Administrator shall forward any Requests for  
10 Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is  
11 valid and timely.

12 61. Distribution Timing of Individual Settlement Payments. Within ten (10) business  
13 days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue  
14 payments to (1) Participating Class Members; (2) the Class Representative Incentive Payment to  
15 Plaintiff; and (3) the PAGA Payment to the LWDA; and (4) Class Counsel's Fees and Costs. The  
16 Settlement Administrator shall also issue a payment to itself for services performed in connection  
17 with the Settlement.

18 62. Uncashed Settlement Payment Checks. Any checks issued by the Settlement  
19 Administrator to Class Members shall be negotiable for not less than one hundred and eighty  
20 (180) days from the date of their issuance. In the event an Individual Settlement Payment check  
21 has not been cashed within one hundred and eighty (180) days, all funds represented by such  
22 uncashed checks shall be distributed to California Rural Legal Assistance in compliance with  
23 California Code of Civil Procedure § 384(b). In such event, those Class Members will  
24 nevertheless remain bound by the Settlement.

25 63. Certification of Completion. Upon completion of administration of the Settlement,  
26 the Settlement Administrator shall provide a written declaration under oath to certify such  
27 completion to the Court and counsel for all Parties, including in compliance with California Code  
28 of Civil Procedure § 384(b).

64. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided

1 or rescinded due to the Court's refusal to grant final approval of the settlement notwithstanding  
2 the attempts by the Parties to obtain final approval, any costs incurred by the Settlement  
3 Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this  
4 Agreement.

5 65. Treatment of Individual Settlement Payments. All Individual Settlement Payments  
6 shall be allocated as follows: 80% as penalties and 20% as interest. The Individual Settlement  
7 Payments shall be reported on an IRS Form 1099 by the Settlement Administrator.

8 66. Administration of Taxes by the Settlement Administrator. The Settlement  
9 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class  
10 Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant  
11 to this Agreement.

12 67. Tax Liability. Defendant, Defendant's counsel, the Settlement Administrator, and  
13 Plaintiff's counsel make no representation as to the tax treatment or legal effect of the payments  
14 called for hereunder, and Plaintiff and Participating Class Members are not relying on any  
15 statement, representation, or calculation by Defendant, Defendant's counsel, Plaintiff's counsel,  
16 or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members  
17 understand and agree that they will be solely responsible for the payment of any taxes and  
18 penalties assessed on their respective payments described herein and will defend, indemnify, and  
19 hold Defendant, Defendant's counsel, Plaintiff's counsel and the Settlement Administrator free  
20 and harmless from and against any claims resulting from treatment of such payments as non-  
21 taxable damages.

22 68. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
23 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
24 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
25 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
27 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
28 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE  
CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN

1 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230  
2 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
3 EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL  
4 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,  
5 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
7 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
8 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY  
9 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER  
11 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
12 OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF  
13 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
16 AGREEMENT.

17 69. No Prior Assignments. The Parties and their counsel represent, covenant, and  
18 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
19 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
20 demand, action, cause of action or right herein released and discharged.

21 70. Release of Claims by Class Members, PAGA Members, the LWDA and the State of  
22 California. Upon the Effective Date, Plaintiff and all Class Members and PAGA Members, as well as their  
23 spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed  
24 to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of  
25 the Released Parties of and from any and all Released Claims. The Settlement Class and each member of  
26 the Class who has not submitted a valid Request for Exclusion, fully releases and discharges the Released  
27 Parties for the Released Claims for any period during the Released Claims Period. All PAGA Members,  
28 the LWDA, and the State of California shall release claims under PAGA for the PAGA Period.

1 All PAGA Members shall release claims arising under PAGA regardless of their decision to  
2 participate in the class settlement.

3 71. Release of Additional Claims & Rights by Plaintiff. Upon the funding of the  
4 Maximum Settlement Amount, Plaintiff Snyder agrees – on behalf of himself only – to the  
5 additional following General Release: In consideration of the payment of the Class Representative  
6 Enhancement Payment and Defendant’s’ promises and agreements as set forth herein, Plaintiff  
7 hereby releases all claims related to his employment or alleged employment with Defendants,  
8 including all claims alleged in the Action, and all claims known and unknown, without exception,  
9 except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits afforded  
10 by California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR  
12 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR  
13 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
14 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR  
15 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

16 This release specifically excludes claims for unemployment insurance, disability, social security,  
17 and workers’ compensation (with the exception of claims arising pursuant to California Labor  
18 Code Section 132(a))

19 72. Nullification of Settlement. In the event that the Settlement does not become final  
20 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be  
21 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall  
22 likewise be treated as void from the beginning.

23 73. Disputes Regarding Individual Settlement Payments. In the event that Class  
24 Members have a dispute as to the data provided by the Defendant, Class Members will have the  
25 opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement  
26 Administrator will consult with the Parties to determine whether an adjustment is warranted. The  
27 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual  
28 Settlement Payments under the terms of this Agreement, and that determination shall be binding.

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

6           75.    Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to  
7 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval  
8 Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final  
9 Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the  
10 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the  
11 Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of  
12 this Settlement, and will include the proposed Notice Packet, attached to this Agreement as  
13 Exhibit A.

14           76.    Final Settlement Approval Hearing. Upon expiration of the deadlines to submit  
15 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's  
16 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the  
17 Final Approval of the Settlement along with the amounts properly payable for (i) Individual  
18 Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (ii) the Class  
19 Counsel Award; (iii) the Class Representative Enhancement Payment; and (iv) Settlement  
20 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to  
21 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and  
22 costs application to be heard at the final approval hearing.

23           77.    Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the  
24 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent  
25 with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing  
26 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms  
27 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as  
28 may be appropriate under court rules or as set forth in this Agreement.

1           78.   Exhibits Incorporated by Reference. The terms of this Agreement include the  
2 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully  
3 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

4           79.   Entire Agreement. This Agreement and any attached Exhibits constitute the  
5 entirety of the Parties' Settlement terms and supersedes any prior agreements. No other prior or  
6 contemporaneous written or oral agreements may be deemed binding on the Parties.

7           80.   Disputes Regarding Language of Final Settlement Agreement. If the Parties have  
8 a dispute with regard to the language of the Agreement, the Parties agree to informally resolve the  
9 dispute through good faith meet and confer efforts. Should those efforts be unsuccessful, the  
10 Parties may seek appropriate relief from the Tulare County Superior Court.

11          81.   Amendment or Modification. This Agreement may be amended or modified only  
12 by a written instrument signed by the Parties' counsel.

13          82.   Authorization to Enter Into Agreement. Counsel for all Parties warrant and  
14 represent they are expressly authorized by the Parties whom they represent to negotiate this  
15 Agreement and to take all appropriate action required or permitted to be taken by such Parties  
16 pursuant to this Agreement to effectuate its terms and to execute any other documents required to  
17 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each  
18 other and use their best efforts to effect the implementation of the Settlement. If the Parties are  
19 unable to reach agreement on the form or content of any document needed to implement the  
20 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms  
21 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

24          84.   California Law Governs. All terms of this Agreement and Exhibits hereto shall be  
25 governed by and interpreted according to the laws of the State of California.

26          85.   Execution and Counterparts. This Agreement is subject only to the execution of  
27 all Parties. However, the Agreement may be executed in one or more counterparts and by  
28 DocuSign signatures. All executed counterparts and each of them, including facsimile and

1 scanned copies of the signature page, shall be deemed to be one and the same instrument provided  
2 that counsel for the Parties shall exchange among themselves original signed counterparts.

3 86. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe  
4 this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this  
5 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into  
6 account all relevant factors, present and potential. The Parties further acknowledge that they are  
7 each represented by competent counsel and that they have had an opportunity to consult with their  
8 counsel regarding the fairness and reasonableness of this Agreement.

9 87. Invalidity of Any Provision. Before declaring any provision of this Agreement  
10 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible  
11 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
12 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no  
13 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the  
14 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable  
15 provision had never been included in this Agreement.

16 88. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,  
17 that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below the  
18 amount Class Counsel requests, and either party may appeal any order that materially alters the  
19 Agreement's terms.

20 89. Class Action Certification. The Parties agree to class certification for settlement  
21 purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission  
22 of any kind by Defendant, including without limitation, that certification of a class for trial or any  
23 other purpose is appropriate or proper or that Plaintiff can establish any of the requisite elements  
24 for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not  
25 finally approved, this Agreement will be void and the Parties will be restored to their respective  
26 positions in the lawsuit as if they not entered into this Agreement. The Parties further agree that  
27 this Agreement, the final stipulation of Settlement, or any documents or orders issued related to  
28 this Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a



1 class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member, other  
2 than according to the Settlement's terms.

3 90. Non-Admission of Liability. The Parties enter into this Agreement to resolve the  
4 dispute that has arisen between them and to avoid the burden, expense and risk of continued  
5 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it  
6 has violated any federal, state, or local law; violated any regulations or guidelines promulgated  
7 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
8 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
9 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement,  
10 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
11 construed as an admission or concession by Defendant of any such violations or failures to  
12 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this  
13 Agreement, this Agreement and its terms and provisions shall not be offered or received as  
14 evidence in any action or proceeding to establish any liability or admission on the part of  
15 Defendant or to establish the existence of any condition constituting a violation of, or a non-  
16 compliance with, federal, state, local or other applicable law.

17 91. Captions. The captions and section numbers in this Agreement are inserted for the  
18 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
19 provisions of this Agreement.

20 92. Waiver. No waiver of any condition or covenant contained in this Agreement or  
21 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or  
22 constitute a further waiver by such party of the same or any other condition, covenant, right or  
23 remedy.

24 93. Enforcement Actions. In the event that one or more of the Parties institutes any  
25 legal action or other proceeding against any other Party or Parties to enforce the provisions of this  
26 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
27 Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'  
28 fees and costs, including expert witness fees incurred in connection with any enforcement actions.



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DATED:

DEFENDANT JOSTENS, INC.

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Renee L. Jackson, Sr. Corp Counsel

5

Please Print Name of Authorized Signatory

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APPROVED AS TO FORM

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9  
DATED:

POLARIS LAW GROUP, P.C.

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William L. Marder  
Attorneys for Plaintiff and the Class

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DATED:

HYUN LEGAL, APC

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Dennis S. Hyun  
Attorneys for Plaintiff and the Class

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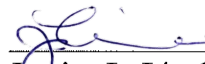
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DATED: 8/5/2021

DORSEY & WHITNEY LLP

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By:



Jessica L. Linehan, Esq.  
Attorneys for Defendant JOSTENS, INC.

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DATED:

**DEFENDANT JOSTENS, INC.**

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**APPROVED AS TO FORM**


DATED: August 5, 2021

**POLARIS LAW GROUP, P.C.**

  
\_\_\_\_\_  
William L. Marder  
Attorneys for Plaintiff and the Class

DATED: August 5, 2021

**HYUN LEGAL, APC**

  
\_\_\_\_\_  
Dennis S. Hyun  
Attorneys for Plaintiff and the Class

DATED:

**DORSEY & WHITNEY LLP**

By: \_\_\_\_\_  
Jessica L. Linehan, Esq.  
Attorneys for Defendant JOSTENS, INC.

**EXHIBIT “A”**

**NOTICE OF CLASS ACTION SETTLEMENT**

You have received this Notice because records indicate that you are a Class Member of the settlement class settled in a class action, as defined below. The Settlement will resolve all class claims described below during the Class Period, which is between from February 13, 2019, through October 1, 2019.

**If you were employed by Defendant Jostens, Inc. (“Defendant”) in California as a non-exempt, or hourly employee and was paid overtime wages at any time from February 13, 2019, through October 1, 2019, then you may be entitled to participate in the Class Action Settlement.**

*A Court approved this notice. This is not an advertisement.*

You are not being sued. Your legal rights are affected whether you act or not.

**PLEASE READ THIS NOTICE.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>INCLUDE THE FOLLOWING:</b>	
<b>DO NOTHING</b>	You will receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the Class Period. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).. No action is required for you to get your share of this Settlement.
<b>EXCLUDE YOURSELF</b>	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement. For information on how to exclude yourself, see page 5. The deadline to exclude is <b>[insert date]</b> .
<b>OBJECT</b>	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. For information on how to object to the Settlement, see page 5. The deadline to object is <b>[insert date]</b> .

**WHAT IS IN THIS NOTICE**

1.	Why Should You Read This Notice?.....	Page 1
2.	What Is the Class Action Settlement? .....	Page 2
3.	How Much Can I Expect to Receive?.....	Page 3
4.	What Is the Case About? .....	Page 3
5.	Why Did Defendant Join in This Notice?.....	Page 3

- 6. Who Are the Attorneys Representing the Plaintiff? ..... Page 4
- 7. What Are my Rights?
- 8. How Will My Rights Be Affected? ..... Page 4
- 9. How Will Attorneys for the Class and Others Be Paid?..... Page 6

**1. *Why Should You Read This Notice?***

This Notice tells you of your rights to share in the Settlement. There was a hearing on \*\*\*, 2021, at [insert time] a.m. in the Tulare County Superior Court, State of California. Judge David Mathias determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Mathias also ordered that you receive this Notice.

“Class Members” includes the following individuals:

All current and former non-exempt California employees who were paid overtime wages by Defendant at any time from February 13, 2019, through October 1, 2019.

You were sent this Notice because you have been identified as a member of this defined class. The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date] at [time], in Department 1 of the Tulare County Superior Court located at 221 Mooney Ave., Visalia, California 93291. The Final Approval Hearing may be continued to another date without further notice.

**2. *What is the Class Action Settlement?***

A class action settlement is one where the named plaintiff and the company enter into an agreement to resolve claims on behalf of class members, which includes you. Here, Plaintiff and Jostens have entered into such a class action settlement agreement. The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all Class Members. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

**3. *What Is the Case About?***

On February 13, 2020, Plaintiff William Snyder (“Snyder,” or “Plaintiff”), the class representative, filed a class action lawsuit against Defendant Jostens, Inc. (“Jostens,” or “Defendant”) alleging a claim for failure to provide accurate wage statements. On \*\*\*, 2021, Plaintiff filed the operative First Amended Complaint, which adds a cause of action for violation of the Private Attorneys General Act (the “PAGA”), which is brought on behalf of the State of California and aggrieved employees.

Jostens denies the allegations raised in the Lawsuit and strongly believes it has no liability for any of Plaintiff’s or Class Members’ claims under any statute, wage order, common law, or equitable theory.

Despite both Parties' positions and arguments, the Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement (the "Settlement" or "Settlement Agreement"). Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. Likewise, Defendant decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant does not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

#### **4. How Much Can I Expect to Receive?**

Defendant will pay a total sum of \$60,500 ("Gross Settlement Amount"), which includes all settlement payments, attorneys' fees and litigation costs and expenses, costs of administering the Settlement, the Class Representative Enhancement Payment, and payment to the Labor Workforce and Development Agency (the "LWDA").

After attorneys' fees, costs, costs of administering the Settlement, the Class Representative Enhancement Payment, payment to the Labor Workforce and Development Agency, what remains (the "Net Settlement Amount") will be available to pay all Participating Class Members' Individual Settlement Payments based on the number of wage statements containing payment of overtime wages received by each Class Member worked during the Class Period. Your payment will be calculated as follows: all wage statements containing overtime wages received by all Class Members will be added up. Then, your number of wage statements containing overtime wages will be divided by the total wage statements containing overtime wages received by all Class Members and then multiplied against the Net Settlement Amount. The Parties chose this formula because it provides more relief to Class Members who worked more and arguably were subject to more alleged violations.

**Defendant's records indicate that you received [REDACTED] wage statements containing overtime wages during the Class Period. Based on this estimate and Defendant's records, your estimated payment as a Class Member would be \$ [REDACTED].**

If you dispute the number of wage statements, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before [REDACTED]. You should submit to the Settlement Administrator documentation to support your position. The Settlement Administrator's determination is conclusive, final and binding. The Settlement Administrator will make its determination within seven calendar days of receiving your dispute. If you are still dissatisfied with the assessment of your total shifts worked during the Class Period, you may choose to opt out of the settlement as set forth below, provided you do so prior to the Response Deadline.

**NOTE: EVEN IF YOU DISPUTE THE AMOUNT OF YOUR INDIVIDUAL SETTLEMENT PAYMENT, YOU WILL STILL RECEIVE MONEY FROM THE SETTLEMENT, BUT THE AMOUNT MAY BE DIFFERENT FROM YOUR ESTIMATED PAYMENT LISTED ABOVE. YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE FORMULA SUMMARIZED ABOVE UNLESS YOU 1) DISPUTE YOUR TOTAL WAGE STATEMENTS LISTED ABOVE, OR 2) OPT OUT OF THE SETTLEMENT.**

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.



**5. Why Did Defendant Join in This Notice?**

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Settlement Administrator's website contains all documents submitted to the Court regarding this Settlement, and may be accessed at [list claims administrator's website].

**6. Who Are the Attorneys Representing the Plaintiff?**

The court has appointed counsel for Plaintiff, below, to serve as class counsel for class members:

William L. Marder, Cal Bar No. 170131  
POLARIS LAW GROUP, LLP  
501 San Benito Street, Suite 200  
Hollister, California 95023  
Telephone: 831.531.4214  
Facsimile: 831.634.0333

Dennis S. Hyun (State Bar No. 224240)  
HYUN LEGAL, APC  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile

\*Please contact Plaintiff's attorneys should you have any questions regarding this settlement

**7. What are my Rights?**

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

**Participating in the Settlement**

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. Please be advised that you will have 180 days to cash your Individual Settlement Payment. You will be mailed a settlement check at the address where this notice was mailed (unless you provide a forwarding address to the Settlement Administrator). If you do not cash your check within 180 days, your Individual Settlement Payment will be donated to \*\*\*\*\*, a nonprofit agency that represents and advances farm workers' rights. If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

**Objecting to the Settlement**

**If you wish to Object to the Settlement**, you must submit your written Objection to the Settlement Administrator stating the basis of your objection to the Settlement. You may object to any of the terms in the agreement, including but not limited to the proposed attorneys' fees, Plaintiff's incentive awards, settlement administrator's payment, and Labor Workforce and Development Agency ("LWDA") payment. To be valid, the objection must: (a) state your full name, signature, address, and telephone number; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. Late Objections will not be considered.

You do not need to object to the Settlement if you only dispute the number of pay periods worked.

If you wish, you may also appear at the Final Approval Hearing set for [REDACTED], at [REDACTED] a.m. in Dept. 1 of the Tulare Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AND BE BOUND BY THE TERMS OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

### **Opting Out of the Settlement**

**If you wish to be excluded from participating in the Settlement**, you must mail a written Request for Exclusion to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must: (a) clearly state that you do not wish to be included in the Settlement; (b) state your name, address, telephone number and last four digits of your Social Security Number; (c) be signed by you; (d) be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or before the Response Deadline and received by the Settlement Administrator. To be considered timely, your Request for Exclusion must be postmarked no later than [REDACTED]. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Settlement Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement.

### ***8. How will my Rights be Affected?***

#### **Effect of the Settlement on Your Rights**

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court as to the Class Action, which will essentially end the case.

If the Settlement is approved and you do not exclude yourself from the Settlement, you will receive compensation and **INSERT RELEASE FROM FINAL AGREEMENT**

### ***9. How Will the Attorneys for the Class and Others Be Paid?***

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Amount of \$60,500. The attorneys are seeking a fee of \$21,666.67, as well as reimbursement of their costs, up to \$5,000. Plaintiff is seeking an enhancement award of \$5,000 from the Settlement for his services as the Class Representative. The Settlement Administrator estimates that the cost of administration will be \$\*\*\*\*\*. The Labor Workforce and Development Agency (“LWDA”) will receive \$4,125 from the Settlement, which is allocated as required by California Labor Code § 2699. All of these amounts are to be deducted from the Gross Settlement Amount of \$60,500, with the remainder available for distributions to participating Class Members. While the \$60,500 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, Plaintiff, the LWDA,

and the Settlement Administrator, and deducted from the Gross Settlement Amount, will be determined by the Court at the Final Approval Hearing.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**

You may call Class Counsel, Dennis S. Hyun (213-488-6555), or call the Settlement Administrator at the telephone number listed below, toll free. Please direct your call to the Settlement Administrator.

Jostens Settlement Administrator  
c/o Phoenix Settlement Administrators  
[ADDRESS]  
[Toll Free Telephone Number]

All documents submitted to the Court regarding this Settlement may be accessed at ([list claims administrator's website](#)). If your address has changed, please contact the Settlement Administrator.

**DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.**