

**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 December 31, 2021.
<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 December 31, 2021.

**WHAT IS IN THIS NOTICE**

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

This Notice tells you of your rights to share in the Settlement. There was a hearing on October 7, 2021, at 8:30 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 March 17, 2022 at 8:30 a.m., 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 July 21, 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 \_\_\_ 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 \$\_\_\_\_\_.**

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 December 31, 2021. 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 <http://www.phoenixclassaction.com/snyder-v-jostens>.

**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  
Telephone: (213) 488-6555  
Facsimile: (213) 488-6554

\*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 California Rural Legal Assistance, 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 March 17, 2022 at 8:30 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 **December 31, 2021**. 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 you will release Defendant and its subsidiaries, affiliates, and/or parents, their attorneys, each such entity's successors and predecessors in interest, and all such entities respective officers, directors, employees, administrators, employees, agents, representatives, attorneys, insurers, investors, parent companies, successors, assigns, joint venturers, and fiduciaries, and trustees, whether past or present from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of any form whatsoever arising during the Class Period [February 13, 2019, through October 1, 2019], which were pled in the operative Complaint or that could have been pled based on the facts alleged therein, including (i) any and all class claims contained in the Complaint for violation of Labor Code § 226 that arose or accrued during the Class Period, and (ii) penalties under the California Private Attorneys General Act based on the aforementioned Labor Code violations. In addition, upon Defendant funding the Gross Settlement Amount, Plaintiff and the LWDA (having received notice of the proposed Settlement) shall be deemed to have released the Released Parties of any and all claims and/or causes of action which are based on the factual allegations set forth in the operative Action, and arising at any time during the PAGA period.

**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 \$5,000. 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  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773

All documents submitted to the Court regarding this Settlement may be accessed at <http://www.phoenixclassaction.com/snyder-v-jostens>. If your address has changed, please contact the Settlement Administrator.

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