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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
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11 JASON CRANE on behalf of himself and
12 on behalf of all persons similarly situated,
13 Plaintiff,
14 v.
15 JELD-WEN, INC.,
16 Defendant.

Case No.: 17cv455-L(WVG)

**ORDER GRANTING IN PART
PLAINTIFF'S AMENDED MOTION
REQUESTING CLASS
CERTIFICATION FOR
SETTLEMENT PURPOSES AND
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

17
18 In this putative class action Plaintiff alleges failure to pay overtime wages, failure
19 to provide accurate wage statements, and failure to pay all wages owed upon termination
20 in violation of California Labor Code Sections 510, 226(a), 201, and 202. The same
21 claims were also brought under the Private Attorneys General Act of 2004, Cal. Lab.
22 Code §§ 2698 *et seq.* ("PAGA"). Finally, Plaintiff alleges a claim for violation of the
23 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.* Plaintiff seeks
24 statutory damages, civil penalties, restitution, pre-judgment interest, and attorneys' fees
25 on his own behalf and on behalf of the putative class, as well as civil penalties under
26 PAGA on behalf of the Labor and Workforce Development Agency ("LWDA"). The
27 action was removed from State court. This Court has subject matter jurisdiction under
28 the Class Action Fairness Act, 28 U.S.C. § 1332(d).

1 After investigating Plaintiff's claims through formal and informal discovery, the
2 parties reached settlement in private mediation. Plaintiff filed a motion for preliminary
3 class action settlement approval. (Doc. no. 31.) The motion was denied because Plaintiff
4 did not meet the requirements of Federal Rule of Civil Procedure 23. (Doc. no. 33.)
5 Pending before the Court is Plaintiff's amended motion for preliminary approval of the
6 Amended Joint Stipulation and Settlement Agreement, which together with attached
7 exhibits, sets forth the terms and conditions of the class action settlement as currently
8 proposed. (Doc. no. 37 ("Motion") and doc. no. 37-2 ("Settlement"), respectively.)
9 Plaintiff also seeks class action certification for settlement purposes and approval of the
10 proposed notice of class action settlement. Defendant does not oppose.

11 Having read and considered the Motion, including supporting declarations, exhibits
12 and the Settlement, the Court finds and orders as follows:

13 1. The Court certifies for settlement purposes only:

14 a class consisting of all of Defendant's hourly, non-exempt production line
15 and line-supporting employees who worked in the State of California at any
16 time between February 1, 2013 and March 26, 2018 ("Class"), and a
17 subclass consisting of those members of the Class who, at any time from
18 February 1, 2014 through March 26, 2018, were separated from employment
with Defendant ("Subclass").

19 2. This action meets the class certification requirements of Federal Rule of
20 Civil Procedure 23(a) and (b)(3). *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620
21 (1997); *see also id.* at 620-27. The Class and the Subclass are sufficiently numerous.
22 The Class includes approximately 1,148 putative members, and the Subclass includes
23 approximately 643. Based on the allegations in the operative first amended complaint, all
24 of Plaintiff's claims rest on the contention that Defendant failed to pay all overtime and
25 failed to provide duty-free meal and rest periods due to practices it applied uniformly to
26 the Class members. For example, Plaintiff contends that Defendant did not include
27 certain non-discretionary bonuses into the regular rate of pay for purposes of calculating
28 the overtime rate of pay, and that the Class members had 30 minutes deducted from their

1 7. Phoenix Settlement Administrators is appointed as Claims Administrator.
2 The Claims Administrator shall comply with its duties as set forth in the Settlement,
3 including sending notice by first class mail to the putative members of the Class and
4 Subclass no later than **January 21, 2019**.

5 8. The Court approves the notice attached as Exhibit 1 to the Settlement (doc.
6 no. 37-2 at 41-46 ("Notice"))¹ with the changes indicated in Exhibit A to this Order,
7 which is incorporated herein by reference. The Court has revised the Notice for clarity
8 and brevity, and to comply with the law regarding class member objections to a proposed
9 settlement. Deletions are indicated by strikethroughs, additions are indicated in bold
10 italicized font, and instructions to counsel are indicated in all caps in underlined italicized
11 font.

12 9. The Court finds that the distribution of the Notice in the manner and form as
13 set forth in the Settlement and this Order satisfies due process requirements and
14 requirements of Federal Rule of Civil Procedure 23(c)(2) and (e)(1), is the best notice
15 practicable under the circumstances, and shall constitute due and sufficient notice to the
16 putative members of the Class and Subclass.

17 10. No later than **February 18, 2019**, Class Counsel shall file a motion, if any,
18 for attorney's fees and costs of Class Counsel and enhancement payment to the Class
19 Representative.

20 11. No later than **March 11, 2019**, the putative members of the Class or
21 Subclass shall submit their requests for exclusion, if any, by following instructions in the
22 Notice.

23 12. Any putative member of the Class or Subclass may request exclusion. Any
24 putative member who chooses to be excluded will not be entitled to any recovery under
25 the Settlement, will not be bound by the Settlement, and will have no right to object to
26

27 _____

28 ¹ Page numbers are assigned by the Electronic Filing System.

1 the Settlement or appeal the judgment. Putative members of the Class or Subclass who
2 do not request exclusion shall be bound by all determinations of the Court, the Settlement
3 and any judgment that may be entered thereon.

4 13. Any member of the Class or Subclass may dispute the number of work
5 weeks stated in the Notice. Members are encouraged to notify the Claims Administrator
6 of the dispute and submit information no later than 45 days after Notice mailing by
7 following instructions in the Notice.

8 14. No later than **March 25, 2019**, Plaintiff shall file his motion for final
9 approval of the Settlement, if any. In addition to the required and customary filings, the
10 motion papers shall include (1) any communications received from the LWDA, *see* Cal.
11 Labor Code § 2699, or other government officials, *see* 28 U.S.C. § 1715, relating to the
12 Settlement; and (2) the Claim Administrator's affidavit regarding compliance with its
13 duties under the Settlement and this Order. The Claim Administrator's affidavit must
14 include: a copy of the Notice sent to the putative Class and Subclass members; a report
15 regarding Notice, including the number of putative members to whom Notice was sent,
16 the number of undelivered Notices after the first and second mailing, respectively, and
17 efforts to locate addresses for undelivered Notices; the number of putative Class members
18 requesting exclusion (including any untimely requests); a report regarding planned
19 Settlement payments, including any disputes regarding the number of work weeks for the
20 calculation of a Class member's payment (including any untimely noticed disputes), the
21 number of Class members to whom a payment will be sent, calculation on the estimated
22 median Class member payment (not including payments to the Subclass), and the
23 estimated amount to be paid each Subclass member.

24 15. The final approval hearing is set for **April 22, 2019 at 10:30 a.m.** in
25 Courtroom 5B of the United States District Court for the Southern District of California,
26 located at 221 West Broadway, San Diego, California 92101 ("Hearing"), to determine all
27 necessary matters concerning the Settlement, including: whether the proposed Settlement
28 is fair, adequate, and reasonable; whether the Settlement should be granted final

1 approval; whether the plan of allocation proposed in the Settlement should be approved
2 as fair, adequate, and reasonable; whether to grant the motion for attorney's fees and costs
3 of Class Counsel and for an enhancement payment to the Class Representative; and
4 whether a judgment should be entered as provided in the Settlement.

5 16. Any member of the Class or Subclass may appear at the Hearing and object
6 to the Settlement ("Objectors"). Objectors may present evidence and/or file briefs, if any,
7 relevant to the issues to be heard and determined by the Court. Objectors are encouraged
8 no later than **March 18, 2019** to serve their briefs, if any, by personal delivery or first
9 class mail to the Class Counsel and Defendant, and file them with the Clerk of this Court.

10 17. As of the date this Order is signed, all dates and deadlines associated with
11 this action are vacated, other than those related to the administration of the Settlement.

12 18. If the Settlement does not become effective in accordance with its terms, or
13 the Settlement is not finally approved, or is terminated, canceled or fails to become
14 effective for any reason, this Order may be vacated upon an appropriate motion filed no
15 later than seven calendar days after the triggering event.

16 19. The Court reserves the right to adjourn or continue the date of the Hearing
17 and all dates provided for in the Settlement without further notice to the Class, and retains
18 jurisdiction to consider any further applications related to the Settlement.

19
20 **IT IS SO ORDERED.**

21 Dated: December 21, 2018

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23 Hon. M. James Lorenz
24 United States District Judge
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EXHIBIT A

1 **NOTICE OF CLASS ACTION SETTLEMENT**

2 **CRANE v. JELD-WEN, INC.**

3 United States District Court, Southern District of California
4 (Case No. 3:17-cv-00455-L-WVG)

5 **[to be translated into Spanish]**

6 **PLEASE READ THIS NOTICE CAREFULLY.**

7 THIS NOTICE *was approved by the United States District Court, Southern District of California to*
8 *inform you of your right to receive a portion of the* may affect your legal right to money that you may be
9 entitled to in connection with the settlement of a lawsuit related to your employment with Defendant
10 JELD-WEN, INC. (hereinafter “Defendant” or “Jeld-Wen”). *Your share of the Settlement is estimated*
11 *to be \$_____.* You are not being sued and this lawsuit is not against you. If you do not want to participate
12 in the Settlement discussed below, *you must opt out of the settlement* complete and return an **Opt-Out**
13 **Letter** (see Para. Section “C,” below) postmarked by not later than _____, 2019, or else you will
14 be bound by the Settlement.

15 Pursuant to the Order of the United States District Court, Southern District of California (the “Court”),
16 entered on _____, 2018, you are *further* hereby notified as follows:

17 ~~**YOU HAVE BEEN IDENTIFIED AS SOMEONE WHO WORKED FOR DEFENDANT AS A**~~
18 ~~**HOURLY, NON-EXEMPT PRODUCTION LINE AND/OR LINE-SUPPORTING EMPLOYEE**~~
19 ~~**IN THE STATE OF CALIFORNIA BETWEEN FEBRUARY 1, 2013 AND MARCH 26, 2018.**~~

20 **A. DESCRIPTION OF THE CLASS ACTION LAWSUIT:**

21 On February 1, 2017, Plaintiff Jason Crane (“Crane” or “Plaintiff”) filed a class action lawsuit *for*
22 *damages and penalties* against Defendant alleging that Defendant violated California laws by failing to
23 pay all overtime wages at the lawful rate of pay for all work performed, failing to provide duty-free meal
24 breaks, and failing to provide duty-free rest periods. Plaintiff also alleged derivative claims for inaccurate
25 wage statements and failure to pay all wages earned at the time of separation of *from* employment. *based*
26 *upon the aforementioned underlying alleged violations.* By way of the lawsuit, Plaintiff sought related
27 *damages and penalties.* From the outset of the action, Defendant has *denied*, and continues to deny, all
28 of Plaintiff’s claims. The Court has not ruled on the merits of the claims or defenses. *In this class action*
lawsuit, Crane *Plaintiff* sued Defendant on behalf of himself and other hourly, non-exempt production
line and line-supporting employees *with* who may have similar claims, *including you.* Plaintiff and these
other employees are referred to herein as the “Class” or individually as “Class Members.” Additionally,
the portion of the Settlement Class (as that term is defined, below) who, at any time from February 1, 2014
through March 26, 2018, was separated from employment with Defendant in California are referred to
herein as the “Section 203 Sub-Class.”

Plaintiff and Defendant (collectively “the Parties”) both recognize, however, the risks, expenses and
business disruption of continued litigation and therefore, the Parties and their counsel have agreed to
resolve their differences by entering into a settlement (*the “Settlement”*). *Because Plaintiff and*
Defendant settled the case, the Court will not decide it. Instead, the Court must determine whether the
settlement is fair, reasonable and adequate. of the lawsuit which *the Court granted* has now
preliminarily approved of *to* (the “Settlement”). The Parties participated in settlement discussions,
including a full day of mediation on November 20, 2017, before Joel M. Grossman, Esq., a highly
respected neutral, third party mediator. As a result of the mediation and with the further assistance of the
mediator, the Parties reached the Settlement.

1 Although the Court granted preliminary approval of the Settlement, it has not made any ruling on the
2 merits of Plaintiff's claims or Defendant's defenses, and this Notice is not intended to be, and should not
3 be construed as, an expression of any opinion by the Court with respect to the merits of any of the claims
4 or defenses asserted by Plaintiff or Defendant. The Court has, however, preliminarily approved the
5 Parties' proposed Settlement Agreement as fair, reasonable, and adequate and as being in the best interests
6 of the Class Members.—The Settlement applies to all current and former employees who worked for
7 Defendant as hourly non-exempt production line and/or line-supporting employees in the state of
8 California at any time between February 1, 2013 and March 26, 2018. This time period is known as the
9 "Settlement Class Period." *Plaintiff and these other employees are referred to herein as the "Class" or*
10 *individually as "Class Members." Class Members who were separated from employment with*
11 *Defendant in California at any time from February 1, 2014 through March 26, 2018 are a subgroup of*
12 *the Class referred to as the "Section 203 Subclass."*

13 The Settlement represents a compromise and settlement of highly disputed claims.—Nothing in the
14 Settlement is intended or will be construed as an admission by Defendant that the claims in the lawsuit
15 have merit or that Defendant has any liability to Plaintiff or to the Class Members. Plaintiff and Defendant,
16 and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each
17 side of continued litigation, the Settlement is fair, reasonable and adequate, and is in the best interests of
18 the Class Members and Defendant.

19 The Court has also appointed *Plaintiff as "Class Representative" and Plaintiff's* the lawyers for Crane
20 as "Class Counsel" to represent Class Members *with regard to* affected by the Settlement.

21 *Class Counsel is authorized to act on behalf of the Class and Subclass members with respect to the*
22 *Settlement. Any member of the Class or Subclass may enter an appearance through counsel of his or*
23 *her own choosing and at his or her own expense. Any member of the Class or Subclass who does not*
24 *enter an appearance through counsel or appear on his or her own behalf will automatically be*
25 *represented by Class Counsel. You may contact the Class Counsel as follows* They are:

26 Alexander I. Dychter, Esq.
27 **DYCHTER LAW OFFICES, APC**
28 1010 Second Ave., Suite 1835
San Diego, California 92101
Telephone: (619) 487-0777

Walter L. Haines, Esq.
United Employees Law Group, PC
5500 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
Telephone: (562) 256-1047

Counsel for Defendant Jeld-Wen, Inc. is as follows: Tamara I. Devitt, Esq., **HAYNES AND BOONE,**
LLP, 600 Anton Blvd., Suite 700, Costa Mesa, CA 92626; Tel: (949) 202-3000.

The Court-appointed Settlement *Claims* Administrator is *Phoenix Settlement Administrators, which can*
be contacted as follows: [REDACTED]. [INSERT CLAIMS ADMINISTRATOR ADDRESS/TEL #
AND WEBSITE PER LOCAL RULES HERE]

B. SUMMARY OF PROPOSED SETTLEMENT TERMS:

The Court must still grant Final Approval of the *Settlement does not take effect unless the Court grants*
final approval. Settlement, which is anticipated to take place pending a fairness hearing (the "Final
Approval Hearing"), currently set to take place on [REDACTED], 2019.—Subject to the Court's Final A
approval, a summary of the terms of the Settlement include:

1. Class Settlement Amount:

Defendant will pay a maximum total settlement amount of \$625,000 (the "Class Settlement
Amount") which is intended to be used to pay the following: (1) the settlement administration costs in an

1 amount not expected to exceed \$15,000 ~~(if finally approved by the Court)~~, (2) the costs incurred by Class
2 Counsel in an amount not to exceed \$12,000 ~~(if finally approved by the Court)~~, (3) a Service
3 Enhancement **payment** to the named Plaintiff to compensate him for the time, work, and risks undertaken
4 in bringing this lawsuit, in an amount not to exceed \$8,500 ~~(if finally approved by the court)~~, (4) a payment
5 to the State of California Labor and Workforce Development Agency (“LWDA”) pursuant to California’s
6 Labor Code Private Attorneys’ General Act (“PAGA”) in the amount of \$15,000, (5) Class Counsel’s
7 reasonable attorneys’ fees, in an amount not to exceed \$156,250 ~~(if finally approved by the Court)~~, (6) the
8 employer’s share of any necessary payroll taxes on the portion of the Settlement to the Class Members
9 that is allocated as “wages,” (7) the amount of \$100,000 allocated towards claimed waiting time penalties
10 under California Labor Code section 203, payable to all members of the Section 203 Sub-Class **Subclass**
11 (the “Section 203 Settlement Amount”) to resolve the claim under Labor Code Sections 201 to 203, to be
12 distributed equally to all members of the Section 203 Sub-Class who do not opt out of the Settlement (see
13 Para. C, below); and (8) the share of the Class Settlement Amount, referred to as the Net Settlement
14 Amount (“NSA”) (i.e., the sum of the funds remaining after paying items (1) through (7) referenced above,
15 referred to as the Net Settlement Amount (“NSA”)), to be apportioned **pro rata** to each of the
16 approximately 1,148 Class Members who do not opt out of the Settlement (see Para. C, below).

17 **2. Distribution Formula for the NSA:**

18 The Settlement Administrator will determine the number of Eligible Workweeks worked by each
19 of the **approximately 1,148 Class Members who do not opt out of the Settlement (see Section "C" below)**.
20 An “Eligible Workweek” is a calendar week during which the Class Member worked one or more days
21 for Defendant. Each Class Member who does not ~~opt out~~ **opt out** of the Settlement (referred to as a
22 “Settlement Class Member”) shall be awarded a pro-rata share of the NSA based upon a percentage equal
23 to the amount of each Settlement Class Members’ Eligible Workweeks during the Settlement Class Period
24 divided by the total of all Settlement Class Members’ Eligible Workweeks during the Settlement Class
25 Period. That percentage multiplied by the NSA shall be the amount that a particular Settlement Class
26 Member is eligible to receive.

27 Each Settlement Class Member’s share will be allocated as follows: 1/3 ~~allocated~~ to wages for
28 which IRS Forms W-2 will issue; 1/3 ~~allocated~~ to penalties for which IRS Forms 1099 MISC will issue,
and 1/3 ~~allocated~~ to interest for which IRS Forms 1099 INT will issue.

NOTE: Nothing in this Notice or the Settlement is intended to constitute tax advice. You should
consult your tax advisor **if you have any questions regarding your tax obligations arising
from** for any tax issues pertaining to this Settlement.

3. Distribution Formula for the Section 203 Settlement Amount

**The \$100,000 for the Section 203 Settlement Amount will be distributed equally to each of the
approximately 643 members of the Section 203 Subclass who do not opt out of the Settlement (see
Section "C" below). It is estimated that each member of the Section 203 Subclass who does not opt out
will receive at least \$150, in addition to his or her share of the NSA.**

34. Your Estimated Share of the Section 203 Settlement Amount and the NSA:

According to the records maintained by Defendant, you were employed by Defendant in California
during the Settlement Class Period and worked a total of [redacted] Eligible Workweeks during that span. These
records also indicate, based on your dates of employment, that you [are/are not] a member of the Section
203 Sub-Class. Members of the Section 203 Sub-Class who do not opt out will share equally in the
\$100,000 Section 203 Settlement Amount. It is estimated that each eligible member of the Section 203

1 Sub-Class who does not opt out will receive at least \$150, in addition to their share of the NSA for being
2 a Settlement Class Member.

3 Based on this information, your estimated share of the NSA will be \$ [REDACTED].

4 *The records also indicate, based on your dates of employment, that you [are/are not] a member*
5 *of the Section 203 Sub-Class. [COUNSEL, INCLUDE ONE OF THE TWO STATEMENTS AS*
6 *APPLICABLE:] As a member of the Section 203 Subclass, you will receive at least \$150 in addition to*
7 *your share of the NSA. [OR] Because you are not a member of the Section 203 Subclass, you will not*
8 *receive any additional money.*

9 If there are no objections to the proposed Settlement and if the Court grants *final approval of the*
10 *Settlement Final Approval*, it is anticipated that your share of the Settlement will automatically be mailed
11 to you on approximately [REDACTED], 2019.

12 If you *dispute* the stated number of Eligible Workweeks above and/or whether you should be
13 considered as part of the Section 203 Sub-Class *Subclass*, you may submit a “dispute letter.” ~~directly to~~
14 ~~the Settlement Administrator at the address below.~~ Your dispute letter, along with *any your*
15 documentation supporting your position, should be mailed directly to the Settlement Administrator *at*
16 *the address in Section "A" above*, postmarked on or before <DATE>. *The Court has ordered the*
17 *Claim Administrator to treat all personal information you provide as confidential, not to be disclosed*
18 *for any other purpose.*

19 You may also call Class Counsel (*see* Section “A” above for their contact information) to ask any
20 questions regarding the Settlement or the calculations involved.

21 [INSERT CLAIMS ADMINISTRATOR NAME/ADDRESS/TEL # HERE]

22 C. OPTIONS UNDER THE SETTLEMENT:

23 You have three (3) options under the Settlement: 1) **DO NOTHING** and **automatically** receive money;
24 2) ~~opt out from~~ *opt out of* the Settlement; or 3) object to the Settlement. *To decide which option to choose,*
25 *all Class Members are encouraged to carefully review the Settlement.*

26 Option 1. Do Nothing and Receive Money:

27 If you do nothing, you will **automatically** be entitled to your share of the *Settlement NSA*, as
28 detailed above in *Section B.34* and you will **automatically** receive a check in the mail from the *Settlement*
Claims Administrator. You will ~~also~~ automatically receive a check *even* if you dispute the number of
Eligible Workweeks, but the amount of that check *will depend on the resolution of the dispute* ~~may be~~
impacted. *You will be bound by all determinations of the Court, the Settlement (including its release*
provisions, see Section "D" below), and any judgment that may be entered based on the Settlement.

Option 2. Opt Out From of The Settlement:

If you **do not** wish to take part in the Settlement, you **must mail a letter to the Settlement**
Administrator. The letter must state your full name, home mailing address, telephone number, last 4
digits of your social security number (for identity verification purposes only), a statement that you wish
to “opt out” of the Settlement ~~in this matter~~, your signature and the date (an “Opt-Out Letter”). You
must mail the “Opt-Out” Letter directly to the Settlement Administrator at the address *in Section "A"*
above ~~directly below~~, postmarked no later than [REDACTED], 2019. *The Court has ordered the Claim*
Administrator to treat all personal information you provide as confidential, not to be disclosed for any
other purpose.

1 ~~[INSERT CLAIMS ADMINISTRATOR NAME/ADDRESS/TEL # AND WEBSITE PER~~
2 ~~LOCAL RULES HERE]~~

3 If you timely mail a completed Opt-Out Letter, you will **not** receive any money, you will **not** be
4 bound by the Settlement or by any judgment entered in this Lawsuit, you will **not** be precluded from
5 prosecuting a *lawsuit of your own* ~~timely individual claim~~ against Defendant based on the conduct
6 complained of in this Lawsuit, and you will **not** be allowed to object to the Settlement as explained below,
7 *or appeal the judgment.*

8 **Option 3. Object To ~~The~~ Settlement:**

9 *If you do not opt out of the Settlement, but you are dissatisfied with the Settlement or any part*
10 *of it, As long as you do not “opt out” from the settlement, you have the right to object to it the settlement.*
11 *Even if you object, you will still receive your share of the Settlement.*

12 *Any member of the Class or Section 203 Subclass may appear at the final approval hearing and*
13 *object to the Settlement (“Objectors”). Objectors may choose to present evidence and/or file briefs*
14 *relevant to the issues to be heard and determined by the Court. Objectors are encouraged no later than*
15 *March 18, 2019 to serve any briefs and/or supporting evidence by personal delivery or first class mail*
16 *to the Class Counsel and Defendant at their addresses listed in Section “A” above, and file them with*
17 *the Clerk of this Court at the address listed below. To do so, you must send to the Court, the attorneys*
18 *for the parties whose addresses are listed below, and the Claims Administrator (whose address is above)*
19 *your objection in writing, which must be postmarked no later than _____, 2019. If you file a*
20 *written objection, it should The objection must state: (a) your full legal name, home address, telephone*
21 *number, last four digits of your social security number (for identity verification purposes); (b) the words*
22 *“Notice of Objection” or “Formal Objection;” (c) in clear and concise terms, the legal and factual*
23 *arguments supporting the objection in clear and concise terms; and (d) a list identifying the any*
24 *witness(es) you as the objector may intend to call to testify at the final approval Fairness Hearing; and*
25 *(e), as well as true and correct copies of any exhibit(s) you intend to offer at the hearing (a “Written*
26 *Objection Notice”).*

27 *Court address: Your objection should be directed to the Hon. M. James Lorenz, Clerk of the*
28 *Court, United States District Court for the —Southern District of California, 333 221 West Broadway,*
Suite 420, Suite 5145, San Diego, California 92101. You and must reference case number 3:17-cv-00455-
L-WVG.

Attorneys for Plaintiff and the Class:

Alexander I. Dychter, Esq.
DYCHTER LAW OFFICES, APC
1010 Second Ave., Suite 1835
San Diego, California 92101

Attorneys for Jeld-Wen, Inc.:

Tamara I. Devitt, Esq.
HAYNES AND BOONE, LLP
600 Anton Blvd., Suite 700
Costa Mesa, California 92626

D. RELEASE OF LIABILITY:

If you are a ~~Member~~ member of the Class *or Section 203 Subclass*, and do not exclude yourself from *opt out of*
the Settlement, you will be *bound by the release provisions of the Settlement, and will be* deemed to have
given a complete release of all claims that accrued during the Settlement Class Period that are related to
the case and have been resolved by the *Settlement. Joint Stipulation and Settlement Agreement. and as*
~~described as follows~~ *All Class Members are encouraged to carefully review the Settlement. For*
convenience only, the release provisions are re-printed below:

[COUNSEL, COPY THE ENTIRETY OF SECTIONS 7.1 AND 7.1.1 OF THE SETTLEMENT, IF NOT
ALREADY DONE SO]

1 Subject to final approval by the Court of the Settlement and upon the Settlement Effective Date, Crane
2 and Class Members, other than those who submit timely and valid Opt-Out Letters (collectively,
3 "Settlement Class Members"), will be deemed to have, and by operation of the Order Granting Final
4 Approval of Class Action Settlement will have, expressly and irrevocably released, acquitted, and forever
5 discharged Defendant Jeld-Wen, Inc., and each of its respective shareholders, officers, directors, agents,
6 employees, partners, attorneys, insurers, predecessors, successors, and assigns (collectively referred to as
7 the "Released Parties") from any claims, causes of action, damages, wages, benefits, expenses, penalties,
8 debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in
9 law or equity, whether known or unknown, whether premised on statute, contract, tort or other theory of
10 liability under federal, state, or local law, regulation, or ordinance, arising from the claims asserted in the
11 First Amended Complaint or that reasonably could have been asserted in the First Amended Complaint
12 against the Released Parties based on the factual allegations of the First Amended Complaint, that accrued
13 or accrue during the Settlement Class Period, including, but not limited to, claims for failure to pay wages
14 for all hours worked (both regular and overtime wages); failure to provide compliant meal breaks; failure
15 to provide compliant rest breaks; failure to pay all wages owed upon separation; failure to provide accurate
16 and itemized wage statements; unfair competition or unfair business practices under Cal. Bus. & Prof.
17 Code Sections 17200 *et seq.*; claims under California Labor Code sections 201, 202, 203, 204, 226, 226.7,
18 510, 512, 1194, 1194.2, 1197, 1198, the applicable Industrial Welfare Commission Wage Orders, the
19 California Business and Professions Code, claims made under PAGA; and claims for restitution and other
20 equitable relief, liquidated damages, waiting time penalties, other compensation or benefits (collectively,
21 the "Released Claims"). This Release and Released Claims also cover all claims for interest, attorneys'
22 fees and costs related to the Action and the claims alleged or that could have been alleged based on the
23 factual allegations in the First Amended Complaint. The Settlement Class Members will be deemed to
24 have specifically acknowledged that this Release reflects a compromise of disputed claims.

25 Settlement Class Members' Waiver of Rights under California Civil Code Section 1542: With respect to
26 Released Claims only, each Settlement Class Member shall be deemed to have expressly waived and
27 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may have had
28 pursuant to 1542 of the California Civil Code, which provides as follows:

~~A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.~~

The Released Claims do not include claims for workers' compensation benefits or any claims that may not be released by law.

E. ACCESS TO SETTLEMENT DOCUMENTS:

This Notice summarizes the proposed Settlement *and does not cover all of its terms*. For the precise terms and conditions of the Settlement, please see the Joint Stipulation and Settlement Agreement. *The Settlement (Amended Joint Stipulation and Settlement Agreement) and all documents filed in this case are available to review by contacting Class Counsel (see Section "A" above for contact information), visiting the office of the Clerk of Court for the U.S. District Court for the Southern District of California at 333 West Broadway, Suite 420, San Diego, California 92101, or accessing the files through the Court's Public Access to Court Electronic Records (PACER) system at: <https://pacer.login.uscourts.gov/csologin/login.jsf>. Additionally, ~~n~~No later than _____, 2019,*

1 Class Counsel will file their *motion for attorneys' fees and costs, and for Plaintiff's enhancement*
2 *payment*. ~~Motion for Attorney's Fees, Costs, and Enhancement to Plaintiff in this case.~~ You have the
3 right to review these documents before *you decide* making a decision as to whether you might elect to opt
4 out of the settlement or to object to the settlement. These documents are available to view by contacting
5 Class Counsel (*see* Section "A" above for their contact information), by visiting the office of the Clerk of
6 Court for the U.S. District Court—Southern District of California (333 West Broadway, Suite 420, San
7 Diego, California 92101), or by accessing the Court docket in this case through the Court's Public Access
8 to Court Electronic Records (PACER) system at: <https://pacer.login.uscourts.gov/esologin/login.jsf>.

9
10 **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO**
11 **INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**

12 **F. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT:**

13 The *Court will hold a Final Approval Hearing to determine all necessary matters concerning the*
14 *Settlement ("Hearing"), including: whether the proposed Settlement is fair, adequate, and reasonable;*
15 *whether the Settlement should be granted final approval; whether the plan of allocation proposed in*
16 *the Settlement should be approved as fair, adequate, and reasonable; whether to grant the motion for*
17 *attorney's fees and costs of Class Counsel and for an enhancement payment to the Plaintiff; and*
18 *whether a judgment should be entered as provided in the Settlement. The hearing is scheduled for on*
19 ~~the fairness and adequacy of the proposed Settlement and Motion for Attorney's Fees, Costs, and~~
20 ~~Enhancement is expected to be held on~~ , 2019 at : a.m./p.m., at the U.S. District Court, *for*
21 *the* Southern District of California, 221 West Broadway San Diego, California, in Courtroom 5B. The
22 Final Approval Hearing may be continued without further notice to the Class, *and/or the matter may be*
23 *submitted on the briefs without a hearing*. It is not necessary for you to appear at this hearing, unless
24 you have filed a timely objection *would like to object* to the Settlement *or any part of it*.

25
26 **IF YOU HAVE QUESTIONS ABOUT THIS NOTICE,**
27 **PLEASE CALL THE SETTLEMENT ADMINISTRATOR AT (800) -**

28 **DO NOT CALL THE COURT**