

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

I. Introduction.

This Class Action Settlement Agreement and Release (“Settlement” or “Agreement”) is hereby entered by and between Defendant JBS Carriers, Inc. (“Defendant” or “JBS” or the “Company”) and Plaintiff Kurt Skau (“Plaintiff”), who is acting both individually and in his capacity as the proposed class representative for the Proposed Class, defined herein, in the action entitled *Kurt Skau v. JBS Carriers, Inc.*, W.D. Wash. Case No. 2:18-cv-00681-RAJ (the “Case”). This Agreement is subject to approval of the United States District Court for the Western District of Washington (“District Court”) and is made for the sole purpose of attempting to consummate settlement, release, and dismissal with prejudice of the Case on a class-wide basis subject to the following terms and conditions.

II. General Background.

Plaintiff filed a Class Action Complaint for Damages (the “Complaint”) on September 5, 2017 in the Superior Court for the State of Washington in and for King County, which was thereafter was removed to the District Court. The Complaint alleges Defendant (a) failed to provide paid rest periods in violation of RCW 49.12.020 and WAC 296-126-092, (b) paid less than minimum wages in violation of RCW 49.46.090, (c) failed to pay overtime wages in violation of RCW 49.46.130, (d) failed to pay wages on termination of employment in violation of RCW 49.48.010, and (e) willfully deprived wages in violation of RCW 49.52.050 with respect to the Proposed Class. Defendant answered the Complaint denying the claims.

III. Conditional Nature of Stipulation for Class Certification.

Solely for the purposes of this Settlement, Plaintiff and Defendant (hereinafter, the “Parties”) stipulate and agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in the Case. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and class liability.

IV. Investigations and Due Diligence.

The Parties have conducted substantial discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have (a) interviewed witnesses; (b) collected and analyzed extensive electronic time records, payroll data, and other information concerning the composition of the Proposed Class and the merits and possible extent of Plaintiff’s claims and Defendant’s defenses; and (c) amply considered and analyzed their respective claims and defenses. The Parties’ review and analysis of such records, with the assistance of experts, have given the Parties a sound basis to assess the merits of their respective positions and to compromise on the disputed issues on a fair and equitable basis. The parties have independently assessed (i) the nature of the monetary relief, (ii) the amount and manner of equitable distribution of compensation to be provided to the Settlement Class, (iii) the notices that will be provided to the Proposed Class,

which will explain their options to freely opt-out or object to the Settlement, and (iv) the proper scope of the Released Claims. The Parties understand the expense, risks, probability of success, and length of continued proceedings necessary to continue the Case.

V. Settlement Discussions and Mediation.

The Parties discussed early resolution of the Case in March 2019 but could not come to an agreement. The Parties resumed settlement discussions in November 2019. On February 5, 2020, the Parties engaged in an all-day mediation with Judge Bruce W. Hilyer (Ret.) that culminated in an agreement to the material terms of this Settlement as more fully set forth herein. The Parties' settlement discussions, as well as the mediation, have been conducted in good faith and at arm's length. Through the Parties' investigations, communications, and the mediation, the Parties have reached a class action settlement of this Case that they believe is fair, adequate, and reasonable, and that Plaintiff believes is in the best interest of the Proposed Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations and mediation just described.

VI. Non-Admission by Defendant.

JBS has denied, and continues to deny, each of the claims and contentions alleged by Plaintiff on his own behalf and on behalf of any members of the Proposed Class in the Case. JBS has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action as if it were to proceed through litigation instead of settlement. Furthermore, JBS has expressly denied, and continues to deny, any wrongdoing or liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession or indication by or against JBS of any fault, wrongdoing, or liability of any kind. JBS agrees to this Settlement solely to avoid the burden and expense of further litigation. As a result of this Settlement, Defendant shall not be required to enter into any consent decree, nor shall Defendant be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation or payroll practices, or adopt any new personnel, compensation or payroll practices, if the Settlement is approved.

VII. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the District Court, that this Case is hereby compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is finally approved by the District Court, this Case shall be fully dismissed on the merits with prejudice and final judgment shall be entered, subject to the terms and conditions herein:

1. Definitions.

a. “**Effective Date**” means the date when all of the following have been satisfied: (1) this Agreement has been executed by all Parties, (2) the District Court has given preliminary approval of the Settlement, (3) the Settlement has been finally approved by the District Court, (4) the District Court's final order approving the Settlement and dismissing this Case with prejudice (the “Final Judgment”) becomes final. If no objection was made to the Settlement, there is no right to appeal and the Effective Date is the date the District Court signs the Final Judgment.

If an objection was made to the Settlement, the District Court's Final Judgment "becomes final" upon the later of either (a) the expiration of the time for filing an appeal from the Final Judgment or for otherwise seeking appellate review; or (b) if an appeal is timely filed or other appellate review is sought, the date the order or other final affirmance is issued by the appellate court affirming the Final Judgment.

b. **"Settlement" or "Agreement"** means the settlement reached by the Parties through the negotiation process described in Paragraph V above and memorialized in this document subject to the approval of the District Court.

c. **"Settlement Administrator"** means the third-party settlement administrator selected by Plaintiff's counsel, subject to the District Court's approval.

d. **"Settlement Class Period"** means the period from September 5, 2014, through February 5, 2020.

e. **"Proposed Class" or "Proposed Class Members"** means all former employees of JBS Carriers, Inc. who worked as drivers for the Company while residing in the State of Washington at any time between September 5, 2014 and February 5, 2020 and who have been identified by Defendant as such prior to executing this Agreement.

f. **"Settlement Class" or "Settlement Class Members"** means the Proposed Class, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the District Court, and shall retain the right to pursue any alleged claim(s) against Defendant in a separate action. If any Settlement Class Member is incompetent or deceased, the Settlement Class Member shall mean the person's legal guardian, executor, heir or successor-in-interest.

g. The **"Long Form Notice of Settlement"** means the form attached hereto as **Exhibit A**.

h. The **"Email Notice of Settlement"** means the form attached hereto as **Exhibit B**. The Email Notice of Settlement should be sent on or as near as possible to the date the Settlement Administrator sends the Long Form Notice of Settlement.

i. The **"Initial Mailing Date"** is the date the Settlement Administrator first mails the Long Form Notice of Settlement approved by the District Court to all Proposed Class Members.

j. The **"Notice Deadline"** is forty-five (45) days after the Initial Mailing Date. If the Notice Deadline is a Saturday, Sunday, or holiday, then the Notice Deadline shall be extended to the next calendar day that is not a Saturday, Sunday, or holiday ("holiday" is one that is observed by the District Court).

k. **"Class Counsel"** means Terrell Marshall, PLLC and Rekhi & Wolk, P.S., subject to the District Court's approval.

l. **“Class Fund”** means the gross non-reversionary amount of Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) to be paid by Defendant as described herein. Out of the Class Fund shall be paid the Service Award and Settlement Administration Expenses Award, as approved by the District Court, and all Settlement Awards. In no event shall the Class Fund exceed the foregoing amount. The Class Fund is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below) based on and subject to the terms and conditions set forth in this Agreement. For avoidance of doubt, the Class Fund does not include Defendant’s payroll taxes or the Attorneys’ Fees and Costs Award.

m. **“Settlement Awards”** means the amounts to be paid to members of the Settlement Class by Defendant as a portion of the Class Fund pursuant to this Agreement.

n. **“Service Award”** means the amount to be paid to Plaintiff by Defendant in recognition of his efforts prosecuting the Case. Subject to approval by the District Court, the amount paid to Plaintiff for his Service Award shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). The Service Award shall be paid by Defendant as a portion of the Class Fund. If the Court awards less than the amount requested, the Settlement Awards shall be recalculated to reflect the actual Service Award and shall not be a reason to invalidate or terminate this Agreement.

o. **“Settlement Administration Expenses Award”** means the amount to be paid to the Settlement Administrator for processing the Settlement. Subject to approval by the District Court, the amount paid to the Settlement Administrator for the processing of the Settlement shall not exceed One Thousand Dollars (\$1,000.00). The Settlement Administration Expenses Award shall be paid by Defendant as a portion of the Class Fund. If the Court awards less than the amount requested, the Settlement Awards shall be recalculated to reflect the actual Settlement Administration Expenses Award and shall not be a reason to invalidate or terminate this Agreement.

p. **“Attorneys’ Fees and Costs Award”** means the amount Defendant will pay Class Counsel as attorneys’ fees and costs in connection with their prosecution and settlement of the Case on behalf of the Proposed Class. Subject to approval by the District Court, the amount to be paid to Class Counsel as attorneys’ fees and costs is One Hundred Thousand Dollars (\$100,000.00). The Attorneys’ Fees and Costs Award shall be paid separately from the Class Fund. If the Court awards less than the amount requested, the Class Fund shall not be recalculated to reflect the actual Attorneys’ Fees and Costs Award and shall not be a reason to invalidate or terminate this Agreement.

q. **“Maximum Settlement Amount”** means the maximum amount Defendant may be required to pay pursuant to this Settlement, which is the sum of One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00), excluding any of JBS’s employer-side share of payroll taxes. In no event shall the Maximum Settlement Amount exceed the foregoing sum.

r. **“Released Party”** means Defendant and its past, present and future parent companies, subsidiaries, affiliates, divisions, and agents and their respective partners, principals, managers, officers, directors, employees, shareholders, members, advisors, consultants, insurers and reinsurers, subrogees, auditors, heirs, personal or legal representatives, accountants, attorneys, trustees, assigns, real or alleged alter egos, predecessors, successors, transferees, managing agents, and investors.

2. Class Release.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by each and all members of the Settlement Class of the Released Claims against any Released Party. For the purposes of this Settlement, "Released Claims" means all claims that Settlement Class Members are releasing in exchange for the consideration provided for by this Agreement and include any and all liabilities, demands, causes of action, rights, and obligations for (1) failure to provide paid rest breaks, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to pay wages upon separation of employment, (5) willful deprivation of wages, and (6) any and all claims under local, state, or federal law, statutory, constitutional, contractual or common law that were or could have been pled based on the factual allegations contained in the Case, and which may arise out of or directly or indirectly relate to such facts alleged in the Complaint, whether known or unknown, including all claims for economic damages, compensatory damages, exemplary damages, penalties, equitable relief, liquidated damages, attorneys' fees, and pre- and post-judgment interest, since September 5, 2014 through the date the District Court grants preliminary approval of the Agreement. Thus, even if a Settlement Class Member discovers facts in addition to or different from those that he or she now knows or believes to be true or otherwise fails to discover facts, with respect to the subject matter of the Released Claims, those claims will remain released and forever barred. Settlement Class Members shall not sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.

3. Release by Plaintiff and Agreement Not to Seek Re-Employment.

a. As of the date all Parties and their counsel have executed this Agreement, and in exchange for the Service Award, Plaintiff Kurt Skau agrees to a general release of Released Parties of all claims, demands, rights, liabilities, grievances, demands for arbitration, and causes of action of every nature and description of any kind, whether known or unknown, pending or threatened, asserted or that might have been asserted, whether brought in tort or contract, based on common law, and whether under local, state, or federal law. This general release includes all employment-related and non-employment-related claims arising since September 5, 2014 through the Effective Date.

b. Because of irreconcilable differences between Plaintiff and the Company, as a free and voluntary act, Plaintiff agrees that he will not seek or accept employment with JBS Carriers, Inc. at any time in the future, nor with Pilgrim's Pride Corporation for a period of five (5) years from the date all Parties and their counsel have executed this Agreement. Plaintiff agrees not to take any legal action because of the refusal by JBS Carriers Inc. or Pilgrim's Pride Corporation to hire him. If Plaintiff seeks or accepts employment with JBS Carriers or Pilgrim's Pride Corporation, his application may be rejected or he may be discharged without any resulting liability to JBS Carriers or Pilgrim's Pride Corporation. If either JBS Carriers, Inc. or Pilgrim's Pride Corporation acquires a company already employing Plaintiff, this Paragraph 3(a) does not apply to such company. To be clear, solely with respect to Pilgrim's Pride Corporation, this clause will only be in effect for five (5) years from the date all Parties and their counsel have executed this Agreement.

4. Payment by Defendant.

Subject to final approval of the Settlement by the District Court, JBS agrees: (a) to pay the Service Award, the Settlement Administration Expenses Award, and the Attorneys' Fees and Costs Award directly to each recipient thereto by issuing a check in their respective names; and (b) to pay the Settlement Awards directly to the Settlement Class Members, and issue appropriate tax forms to the Settlement Class Members as promptly as possible; and (c) to separately pay its share of applicable employer-side payroll taxes. JBS will not be responsible for making any additional payments pursuant to this Agreement. By making the payments set forth above, Defendant will fully discharge its financial obligations under this Agreement and shall have no further financial obligations under this Agreement, whether to the Settlement Class Members, to Plaintiff, to Class Counsel, to the Settlement Administrator, or otherwise.

5. Calculation of Settlement Awards.

a. Subject to approval by the District Court, the calculations of gross (pre-tax) Settlement Awards for Settlement Class Members will be made by Class Counsel based on records that have been provided to Class Counsel by Defendant, which records are presumed to be accurate. Defendant has already provided the records to Class Counsel that are reasonably necessary for the calculation of the Settlement Awards.

b. Class Counsel shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. Settlement Class Members will be paid a pro rata share of the Class Fund, after first subtracting the Service Award and the Settlement Administration Expenses Award actually awarded by the Court from the Class Fund, based on Class Counsel's damages calculations, which take into account the hourly rates and hours worked by each Settlement Class Member compared to the hourly rates and hours worked by all Settlement Class Members. Class Counsel shall calculate the Settlement Awards based on the data JBS has provided. If any Proposed Class Member timely and validly opts out of the Settlement, as described below, his or her share will be added to the Class Fund and the individual Settlement Awards will be recalculated.

c. Dispute Resolution. Any Settlement Class Member may dispute his or her Settlement Award, if the Settlement Class Member believes his or her pro rata share of the Class Fund is inaccurate, by submitting information to Class Counsel no later than 30 days after the Initial Mailing Date. Class Counsel will work with Defendant and the Settlement Administrator to resolve the dispute in good faith. Defendant's records will be presumed determinative, unless the Settlement Class Member produces pay stubs, wage statements, or other documents which conflict with Defendant's records. Class Counsel will make the final decision concerning the amount of the particular Settlement Award. No person shall have any claim against any Released Party, Defendant's counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

d. Class Counsel shall provide Defendant with an electronic report setting forth the results of their calculation of each gross Settlement Award for Settlement Class Members within ten (10) days after the District Court grants Final Approval of this Settlement Agreement.

e. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each Settlement Award will be treated as wages and subject to applicable federal, state, and local payroll taxes, and these amounts shall be reported to the taxing authorities and the Settlement Class Members on IRS Forms W-2. Fifty Percent (50%) of each Settlement Award will be treated as non-wages (for such penalties and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099 shall be issued to the taxing authorities and Settlement Class Members.

f. **Separate Payment of Employer-Side Payroll Taxes.** Defendant will separately pay the required employer's share of payroll taxes associated with the W-2 payments, described above, including those required under authority of the Federal Insurance Contributions Act and Federal Unemployment Tax Act, made to Settlement Class Members in addition to the Class Fund.

g. **No Additional Compensation and Effect on Employee Benefits.** The Parties agree that the Settlement Awards are not additional compensation for purposes of calculating the "regular rate" of pay under Washington or federal law for the period during which it is received, and no additional compensation by JBS is required as a result of such payment. Any such claim to entitlement to any additional compensation by Settlement Class Members is expressly waived under the terms of the Settlement. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks of employment under any employee benefit plan, policy, or program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plan, policy, or program, if any, and payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of such plan, policy, or program.

h. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are (i) neither providing tax or legal advice nor making representations regarding tax obligations or consequences related to the Settlement; (ii) that Settlement Class Members will assume any tax obligations or consequences that may arise from this Agreement; and (iii) Settlement Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing authority determines that additional taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes. Other than the employers' share of payroll taxes as described in this Agreement, the Parties further agree that Defendant shall have no legal obligation to pay, on behalf of the Settlement Class Members, any taxes, deficiencies, levies, assessments, fines, penalties, interest or costs, which may be required to be paid with respect to Settlement Awards or the Service Award.

6. Attorneys' Fees and Costs Award.

As part of seeking the District Court's final approval of this Settlement, Class Counsel will apply to the District Court for an Attorneys' Fees and Costs Award of no more than One Hundred Thousand Dollars (\$100,000.00) to be paid separately from the Class Fund. Class Counsel will submit their motion for an Attorneys' Fees and Costs Award no later than 14 days before the Notice Deadline. If the District Court awards less than the amount requested, the Class Fund shall not be

increased. The approval by the District Court of any such lesser sum of Attorneys' Fees and Costs Award shall not be grounds for Plaintiff or Class Counsel to invalidate or terminate the Settlement. Defendant will issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs Award.

7. Service Award.

Plaintiff's counsel will request a Service Award for Plaintiff, in addition to his Settlement Award, subject to approval by the District Court, which shall be paid as a portion of the Class Fund. The Service Award shall be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099 shall be issued to the taxing authorities and Plaintiff. Subject to approval by the District Court, the Service Award shall be in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). Plaintiff shall be responsible for the payment of any and all taxes with respect to the Service Award and shall hold Defendant harmless from any and all liability with regard thereto.

8. Settlement Administration.

a. The Settlement Administrator shall be responsible for conducting a reasonable investigation to update Proposed Class Members' contact information obtained from JBS, preparing, printing, and mailing the Long Form Notice of Settlement to the Proposed Class, emailing the Email Notice to the Proposed Class, receiving undeliverable mailings and e-mailings and notifying the Parties of such undeliverable mailings and emailing, tracing undeliverable mailings, running social security tracings, recording and tracking responses, opt-outs, and objections from the Proposed Class, and tracking and responding to any inquiries made by any member of the Proposed Class.

b. Within five (5) business days after the District Court's preliminary approval of this Agreement, JBS agrees to confirm the identities of all Proposed Class Members and to provide each such member's Social Security Number, last known address and phone number, and last known email address to the Settlement Administrator. JBS agrees to cooperate with the Settlement Administrator and Class Counsel to provide any information or records reasonably necessary to effectuate this Agreement. All documents and information shared with the Settlement Administrator and Class Counsel described herein shall be held in the strictest confidence. The Settlement Administrator shall use reasonable efforts to avoid inadvertent disclosure or use of such documents and information other than as permitted by this Agreement.

c. Within seven (7) days of the Notice Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's counsel with (i) a written confirmation that the notice required by this Settlement Agreement has been completed and (ii) a complete and accurate accounting of the number of Long Form Notices and Email Notices returned as undeliverable, the number of re-mailed Long Form Notices and Email Notices, the number and names of Proposed Class Members who objected to the Settlement and copies of their submitted objections, the number and names of Proposed Class Members who have opted out and copies of their Exclusion Letters.

d. As part of seeking the District Court's final approval of this Settlement, Class Counsel will apply to the District Court for a Settlement Administration Expenses Award of no more than One Thousand Dollars (\$1,000.00). The costs, fees and expenses incurred by the

Settlement Administrator in administering this Settlement shall be paid as a portion of the Class Fund.

9. Notice/Approval of Settlement Class Certification and Settlement Agreement.

The Parties agree to the following procedures for obtaining preliminary District Court approval of the Settlement, conditionally certifying the Settlement Class, notifying the members of the Proposed Class, setting procedures to object to and opt out of the Settlement, obtaining final District Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. Class Counsel shall file a motion with the District Court to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of notices substantially similar to Exhibits A and B attached hereto to members of the Proposed Class.

b. For purposes of this Settlement, Class Counsel will ask the District Court to enter an order certifying the Proposed Class for settlement purposes, preliminarily approving the Settlement and this Agreement, approving the Long Form Notice of Settlement to the Proposed Class and the Email Notice of Settlement to the Proposed Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the "Preliminary Approval Order").

c. Subject to the District Court's approval, the Long Form Notice and Email Notice shall be provided using the following procedures:

(1) Within thirty (30) days of receiving the Proposed Class Member information from JBS as set forth in Section VI.8.b. above, the Settlement Administrator shall send the Long Form Notice to all Proposed Class Members by mail and shall send the Email Notice to all Proposed Class Members by email.

(2) The Long Form Notice and Email Notice shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement, which (a) must be signed and dated, (b) state the objecting person's full name, address, and telephone number, (c) state the words "Notice of Objection" or similar words, (d) describe the grounds for the objection, and (e) indicate whether the objecting person is represented by counsel. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline. A timely filed valid objection will be considered even if an objecting Proposed Class Member does not appear at the Final Approval Hearing, either in person or through the objector's own counsel. Proposed Class Members may withdraw their objections, if any, at any time in writing to the Settlement Administrator. Proposed Class Members who submit an objection shall remain subject to and bound by the Released Claims provisions in this Agreement in any order granting final approval of the Settlement upon its Effective Date.

(3) If any Proposed Class Member does not timely object to the Settlement, then the Proposed Class Member waives any and all rights to appeal from an order

granting final approval of the Settlement, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ.

(4) The Long Form Notice and Email Notice shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement postmarked on or before the Notice Deadline. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case if the Settlement is approved by the District Court, regardless of whether they have objected to the Settlement. If any Exclusion Letter received is incomplete or deficient, or if there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator shall send a letter informing the Proposed Class Member of the deficiency and allow fourteen (14) days to cure the deficiency. If, after the cure period, the Proposed Class Member has not cured the Exclusion Letter, the Proposed Class Member will be deemed to have not excluded himself or herself and will be bound by the Settlement.

(5) The Long Form Notice and Email Notice shall also advise Settlement Class Members that they need do nothing (other than not affirmatively opt out) in order to receive a Settlement Award.

d. By signing this Agreement, Plaintiff agrees not to opt out from the Settlement, and to act in good faith to seek Preliminary and Final Approval from the District Court. Any such opt out by Plaintiff shall be void and of no force or effect. If, after signing this Agreement, Plaintiff submits a timely and valid objection to the Settlement, Class Counsel will act in good faith to seek Preliminary and Final Approval of the Settlement from the District Court.

e. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the District Court's Final Judgment approving the Settlement.

f. If a Proposed Class Member submits both a timely and valid Exclusion Letter and objection, the Settlement Administrator shall treat the conflicting submissions as a valid submission that will make him or her a Settlement Class Member.

g. Should any Long Form Notice or Email Notice be returned as undeliverable without a forwarding address, within seven (7) days from receipt of the returned undeliverable, the Settlement Administrator will perform a reasonable "skiptrace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Long Form Notice or Email Notice. The Settlement Administrator shall provide Class Counsel and Defendant's counsel updated addresses for Proposed Class Members, if applicable. If such Long Form Notice or Email Notice is again returned as undeliverable, no further attempts at delivery are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Long Form Notice or Email Notice to a Proposed Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member's request for the same. In no event,

however, shall the Notice Deadline be more than sixty (60) days from the Initial Mailing Date and no Exclusion Letter shall be timely and valid after this date.

h. Within fourteen (14) days of the Notice Deadline, Class Counsel shall move the Court to enter the Final Approval Order approving the Settlement and releasing any Released Claims of Settlement Class Members. Class Counsel shall file a memorandum addressing any timely and valid objections and identifying any requests for exclusion. Defendant's counsel may, but is not required to, file an additional memorandum in response.

i. Subject to the District Court's availability and direction but no sooner than twenty-eight (28) days after the Notice Deadline, a Fairness Hearing shall be held for the District Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to Plaintiff. If the District Court finally approves the Settlement, the Parties will promptly and jointly ask the District Court to enter a Final Judgment dismissing the Case with prejudice and without an award of attorneys' fees, expenses or costs to any Party except as provided herein.

j. The Parties agree the Case includes claims that would, if proven, authorize the District Court to grant relief pursuant to the laws cited therein. If the Settlement is approved, the District Court shall retain jurisdiction with respect to the interpretation, implementation, enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the District Court, including for the purposes of enforcement of the Settlement Agreement and addressing such post-Final Judgment matters as may be appropriate under Court rules.

k. Within thirty (30) days after the Effective Date, JBS will issue and mail to Class Counsel checks for the monies reflected in the Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award. Within thirty (30) days after the Effective Date, JBS shall also mail Settlement Award checks to Settlement Class Members, as specified below. If possible, JBS will also mail the appropriate tax forms to Settlement Class Members with the award checks. If that is not done, JBS shall mail the appropriate tax forms to the Settlement Class Members when it becomes possible to do so. JBS also shall timely pay to the appropriate governmental taxing authorities its employer share of the payroll taxes required on the W-2 payments made to Settlement Class Members.

l. Settlement Award checks for each Settlement Class Member shall include an amount for wages and a separate amount for non-wages (such as penalties and prejudgment interest). JBS shall withhold, and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each amount for wages based on JBS's most recent records for each Settlement Class Member, and shall issue appropriate IRS Forms W-2 for each amount for wages. The non-wages (penalties and prejudgment interest) amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 by JBS. Defendant shall include a return address to Class Counsel for checks returned as undeliverable.

m. No later than one hundred sixty (160) days after JBS issues the Settlement Award checks, Class Counsel shall file a Satisfaction of Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment.

n. Should any Settlement Award check be returned as undeliverable to Class Counsel without a forwarding address, Class Counsel will notify Defendant of such undeliverable check and the name of the Settlement Class Member, and Class Counsel will perform a reasonable “skiptrace” search to obtain an updated address and/or shall seek to contact the Settlement Class Member to obtain an updated address. If located, Class Counsel shall make a second attempt at mailing the Settlement Award Check. Class Counsel shall mail any Settlement Class Member his or her Settlement Award checks if he or she contacts Class Counsel or the Settlement Administrator and provides a correct mailing address within one hundred twenty (120) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class member about the Settlement Awards, JBS shall instruct the member to contact Class Counsel. Should any Settlement Class Member contact Class Counsel or the Settlement Administrator to report that his or her check has been lost or damaged within ninety (90) days after the initial distribution of the Settlement Award checks, JBS will reissue and resend that Settlement Class Member’s check one time.

o. No later than ninety (90) days after the initial distribution of the Settlement Award checks, JBS shall provide Class Counsel with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been deposited or cashed by that time. In the event any checks mailed to Settlement Class Members have not been deposited or cashed within one hundred eighty (180) days after distribution of the Settlement Award checks, such funds shall be considered unclaimed property and deemed Residual Funds for the purposes of this Settlement. JBS shall deliver these Residual Funds to the Legal Foundation of Washington. Any failure to deposit or cash any such Settlement Award checks within the deadline set forth above will not abrogate or affect that Settlement Class Member’s waiver or release of the Released Claims under this Settlement.

p. If the District Court does not enter an Order preliminarily or finally approving the Settlement in all material respects of this Agreement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the parties shall proceed in all respects as if this Agreement had not been executed, while reserving the right to attempt to cooperatively make such changes, which may be required by the District Court or agreed to by the Parties. In the event an appeal is filed from the District Court’s Final Judgment, or from any other appellate review that is sought prior to the Effective Date, payment pursuant to the Agreement by Defendant and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review, and the Parties shall not be obligated to take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law. An award by the Court of a lesser amount than sought for the Service Award, Settlement Administration Expenses Award, Attorneys’ Fees and Costs Award will not constitute a material modification to the Settlement within the meaning of this paragraph.

q. In the event this Agreement is null and void, the Parties will each be responsible to pay the Settlement Administrator one-half (50%) of the costs actually incurred by the Settlement Administrator.

10. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the District Court and the Effective Date of the Settlement.

b. This Agreement may be waived, amended, or modified only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

c. Defendant represents that the number of Proposed Class Members is twenty (20). Defendant acknowledges this representation is material to Plaintiff's decision to settle the Class claims on the terms set forth in this Agreement.

d. Defendant shall comply with the requirements of the Class Action Fairness Act (28 U.S.C. § 1715), which provides, in relevant part, that "[n]ot later than 10 days after a proposed settlement of a class action is filed in court, each defendant that is participating in the proposed settlement shall serve upon the appropriate State official of each State in which a class member resides and the appropriate Federal official, a notice of the proposed settlement[.]"

e. Plaintiff, Class Counsel, Defendant, and Defendant's counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the Case and/or the fact, amount or terms of the Settlement. Plaintiff, Class Counsel, Defendant, and Defendant's counsel will respond to future press inquiries only by confirming that approval of a settlement is pending, or, after final approval, that a settlement was approved by the District Court, or directing the press to Class Counsel's website or social media, if applicable. If Class Counsel posts commentary about the Settlement or identifies Defendant or any affiliated entities of Defendant by name on its website or social media in connection with the Settlement, Class Counsel shall disclose Defendant denies any liability. If Defendant's counsel posts commentary about the Settlement or identifies Plaintiff on its website or social media in connection with the Settlement, Defendant's counsel shall disclose that Plaintiff believed his claims were meritorious and the class was certified. The Defendant and the Plaintiff agree that they will not post commentary about this Settlement or the terms of it on any websites or social media, or through any online or print media outlet, or in any article or blog, nor will they authorize any of their agents to do so.

f. This Agreement constitutes the entire Agreement among the Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires.

g. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document reasonably needed to implement this Settlement or this Agreement, or on any

supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Judge Hilyer's (Ret.) assistance to resolve such disagreement, with his fees to be paid by the non-prevailing party, or if there is no prevailing party, then at Judge Hilyer's discretion.

h. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against either Plaintiff or Defendant on the basis that either was the drafter or participated in the drafting of the Agreement.

i. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

j. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington without giving effect to any conflict of law principles or choice of law principles.

k. Plaintiff and Defendant and their respective counsel believe and warrant that this is a fair, reasonable and adequate settlement of the Case, and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

l. Plaintiff hereby represents, covenants, and warrants, that he has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released or discharged.

m. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

n. This Agreement shall be executed by handwritten or verified electronic signatures and may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument. PDF signatures will be accepted as originals, and any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IT IS SO AGREED.

**COUNSEL FOR PLAINTIFF AND
PROPOSED CLASS COUNSEL**

REKHI & WOLK, P.C.



Gregory Wolk
Hardeep S. Rekhi
Daniel Cairns
Counsel for Named Plaintiff and Proposed
Class Counsel

Dated: 04 / 22 / 2020

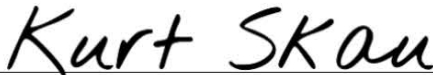
TERRELL MARSHALL, PLLC



Toby Marshall
Maria Hoisington-Bingham
Benjamin Drachler
Counsel for Named Plaintiff and Proposed
Class Counsel

Dated: 04 / 22 / 2020

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**



Kurt Skau, individually and on behalf of the
Settlement Class

Dated: 04 / 22 / 2020

**COUNSEL FOR DEFENDANT JBS
CARRIERS, INC.**

SHERMAN & HOWARD L.L.C.



Jonathon M. Watson
Counsel for Defendant JBS Carriers, Inc.

Dated: 4/24/20

JBS CARRIERS, INC.



Rodrigo Horvath
President

Dated: 4/24/20

EXHIBIT A

LONG FORM NOTICE OF SETTLEMENT

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

Kurt Skau v. JBS Carriers, Inc.
W.D. Wash. Case No. 2:18-cv-00681-RAJ

**— NOTICE OF CLASS ACTION
SETTLEMENT —**

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All persons who worked as drivers for JBS Carriers, Inc. at any time between September 5, 2014 and February 5, 2020, while residing in the State of Washington.

- A former employee filed a lawsuit against JBS Carriers, Inc. (“Defendant” or “JBS”) for allegedly failing to pay minimum wage for all work performed, overtime wages, and to provide or pay for rest breaks under Washington law. JBS denies these allegations.
- The United States District Court for the Western District of Washington has granted preliminary approval of a proposed Class Action Settlement.
- The Class Action Settlement includes a total maximum settlement payment of \$187,500.00 to be paid by JBS.
- To be eligible for a share of this payment, you must have been employed by JBS as a driver while residing in the State of Washington at any time between September 5, 2014 and February 5, 2020.
- You may be entitled to money under the proposed Class Action Settlement. Please read this notice carefully. Your legal rights are affected by the Settlement, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to receive a payment for your share of the Settlement. (You may need to provide the Settlement Administrator any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
ASK TO BE EXCLUDED	You may “opt out,” which will remove you from the Class Action and you will receive no settlement payment. You will not give up the right to sue with respect to the legal claims in this Case.
OBJECT	You may make a legal objection to the proposed Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case. If you would like to object, you may not opt out of the Settlement.

- Your rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to finally approve the Settlement. If the Court finally approves the Settlement, payments will be made after any appeals are resolved, if any.

BASIC INFORMATION

1. Why did I receive this Notice?

JBS's records show that you were employed by JBS as a driver while residing in the State of Washington between September 5, 2014 and February 5, 2020. The Court directed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, if any, payments will be made to Class Members who do not affirmatively request to be excluded from the Settlement.

This Notice explains the Case, the Settlement, your legal rights, what Settlement Awards are available, who is eligible for them, and how they will be paid.

2. What is the Case about?

Plaintiff Kurt Skau is a former driver for JBS. He filed a putative class action lawsuit claiming that JBS violated Washington State wage and hour laws by failing to pay at least minimum wage for all work performed, including overtime, and that JBS failed to separately pay and provide rest breaks as required by Washington law. JBS denies these claims.

The Honorable Richard Jones of the District Court for the Western District of Washington is overseeing this Case. The lawsuit is known as *Kurt Skau v. JBS Carriers, Inc.*, W.D. Wash. Case No. 2:18-cv-00681-RAJ (the "Case").

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called a "Class Representative" sues on behalf of other people whom they believe have similar claims. The people together are a "Class" or "Class Members." The employee who sued, and who represents the Class, is called the Plaintiff.

The people or companies the Plaintiff sues (in this case JBS Carriers, Inc.) are called the Defendants. In a class action, one court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. This allows the parties to avoid the risks and costs of a trial. The Court has determined there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of these issues will be made at the final fairness hearing. The Class Representative and his attorneys think the Settlement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

5. How do I know whether I am part of the Class Action?

As part of the Settlement of the Case, the District Court has decided that everyone who fits the following description is a Class Member:

All former employees of JBS Carriers, Inc. who worked as drivers for the Company while residing in the State of Washington at any time between September 5, 2014 and February 5, 2020 and who have been identified by Defendant as such prior to executing the Settlement Agreement.

If it is approved, the Settlement and release of all Released Claims (defined below) against Released Parties will cover all Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money under the Settlement, Class Members need to do nothing (other than refrain from affirmatively opting out of the Settlement).

THE TERMS OF THE SETTLEMENT

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Settlement Class Members could have brought against Defendant and any Released Party regarding the alleged failure to pay at least a minimum wage for all work performed, including overtime, as well as its alleged failure to pay or provide all the rest breaks required by Washington law, as well as any claims for attendant overtime, penalties, interest, fees, costs, attorneys' fees and all other forms of relief that were sought or could have been sought based on the facts alleged in the Complaint relating to the above claims.

7. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

JBS will pay no more than \$187,500 as part of the Settlement, apportioned as follows:

- **Class Fund:** JBS will pay \$87,500, which, after deducting the Service Award and Settlement Administration Expenses Award, will be available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.
- **Service Award:** Class Counsel will request a service award of \$2,500 for the Class Representative Kurt Skau in recognition of his time and efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** Class Counsel will request a payment of up to \$1,000 for the Settlement Administrator for investigating and updating Class Members' contact information, mailing these notices, tracking opt outs and objections, and answering inquiries.
- **Attorneys' Fees and Costs Award:** Class Counsel will request a payment of \$100,000 for the attorneys' fees and litigation costs they have incurred and will incur through final judgment in representing Plaintiff and the Class. Class Counsel's motion for attorneys' fees and costs and service award for the Class Representative will be available on [DATE] at [WEBSITE URL].

Monetary Relief: The amount available to the Settlement Class is intended to compensate Settlement Class Members for the wages, penalties, and interest, and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Settlement Fund: Each Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Your settlement payment will be calculated based on Class Counsel's analysis of your payroll and time records at JBS, which includes your recorded hours worked and rates of pay. The calculation of the settlement award for each individual Settlement Class Member will be based on the comparison between the dollar value of the potential unpaid wages the employee was entitled to at JBS between September 5, 2014 and February 5, 2020 and the aggregate dollar value of the potential unpaid wages that all Settlement Class Members were potentially entitled to at JBS during that time. Checks will be mailed to Settlement Class Members by JBS. If any checks have not been cashed or deposited within one hundred eighty (180) days after distribution, the funds from those checks will be considered unclaimed property and deemed Residual Funds. These Residual Funds will be distributed to the Legal Foundation of Washington. JBS will not receive funds from any uncashed checks.

Tax Treatment of Settlement Awards: Fifty Percent (50%) of each Settlement Class Member's settlement award will be treated as wages and subject to applicable tax withholdings and shall be reported to the taxing authorities and the Settlement Class Member on an IRS Form W-2. Fifty Percent (50%) of each Settlement Class Member's settlement award will be treated as non-wages from which there will be no tax withholdings and for which an IRS Form 1099 shall be issued to the taxing authorities and the Settlement Class Member. In addition to the monies it is contributing to the Settlement Fund described above, JBS is also paying all required employer-paid taxes incurred as part of the Settlement. JBS's payment of these employer-paid taxes will not decrease the funds available to Settlement Class Members.

Release of Claims: If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Settlement Class Members who do not validly opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge JBS and its past, present and future parent companies, subsidiaries, affiliates, divisions, and agents and their respective partners, principals, managers, officers, directors, employees, shareholders, members, advisors, consultants, insurers and reinsurers, subrogees, auditors, heirs, personal or legal representatives, accountants, attorneys, trustees, assigns, real or alleged alter egos, predecessors, successors, transferees, managing agents, and investors (collectively, "Released Parties") from the Released Claims. The Released Claims are all claims that Settlement Class Members are releasing in exchange for the consideration provided for by this Agreement and include any and all liabilities, demands, causes of action, rights, and obligations for (1) failure to provide paid rest breaks, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to pay wages upon separation of employment, (5) willful deprivation of wages, and (6) any and all claims under local, state, or federal law, statutory, constitutional, contractual or common law that were or could have been pled based on the factual allegations contained in the Case, and which may arise out of or directly or indirectly relate to such facts alleged in the Case, whether known or unknown, including all claims for economic damages, compensatory damages, exemplary damages, penalties, equitable relief, liquidated damages, attorneys' fees, and pre- and post-judgment interest, since September 5, 2014 through [DATE OF PRELIMINARY APPROVAL]. Thus, even if a Settlement Class Member discovers facts in addition to or different from those that he or she now knows or

believes to be true or otherwise fails to discover facts, with respect to the subject matter of the Released Claims, those claims will remain released and forever barred. Settlement Class Members shall not sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice, but shall retain jurisdiction to enforce the terms of the settlement.

HOW YOU CAN GET PAYMENT

8. How can I get a payment?

To receive a Settlement payment, you do not need to do anything, except to keep the Settlement Administrator updated with any changes to your current address. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment, which will be mailed to you.

9. When would I get my payment?

The Court will hold a hearing on [HEARING DATE] to decide whether to finally approve the settlement. If the Court approves the settlement, the parties will then have to wait to see whether there is an appeal, if a timely and valid objection has been made. This will take at least thirty (30) days and, if there is an objection and appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at [WEBSITE]. If there is no appeal, we expect payments will go out within approximately sixty (60) days of the Court's final approval of the Settlement. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firms of Terrell Marshall, PLLC and Rekhi & Wolk, P.S., are qualified to represent you and all Settlement Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will seek payment for a portion of their attorneys' fees and costs in the amount of \$100,000, which must be approved by the Court as part of the final approval of this Settlement. Class Counsel have been working on this case since approximately August 2017 and have not received any fees or reimbursements for the costs of the lawsuit. Class Counsel's motion for attorneys' fees and costs and service award for the Class Representative will be available on the settlement website on [DATE] at [WEBSITE URL].

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

If you fit the definition of a Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [NOTICE DEADLINE]. You may be excluded as a member of the class by submitting a written request stating, “I request that I be excluded from the Class in the case of Skau v. JBS Carriers, Inc.” The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Section 7, above. This means you will retain the right to pursue any claims you may have against JBS. If you do not exclude yourself from the Settlement, you will be deemed a Settlement Class Member and will be bound by all terms of the Settlement and any Final Judgment entered in this Case.

OBJECTING TO THE SETTLEMENT

13. If I want to object to the Settlement, how do I tell the Court?

If you are a Class Member, you may choose to object to the Settlement, personally or through an attorney, by mailing a written objection to the Settlement Administrator. You must do so in writing and you must state “Notice of Objection” or similar words and the reasons you think the Court should not approve the Settlement. If you object, you must include your name, address, and telephone number, the name of the Case (*Kurt Skau v. JBS Carriers, Inc.*, W.D. Wash Case No. 2:18-cv-00681-RAJ), the grounds for your objection to the Settlement, whether you are represented by an attorney, and your signature. You must mail a copy of the objection to the following address **postmarked no later than** [OBJECTION DEADLINE]:

If you do not timely object to the Settlement, then you waive any right to appeal from an order granting final approval of the Settlement. If your objection is denied by the Court, you will remain subject to the Settlement in any order granting final approval of the Settlement.

THE COURT’S FINAL APPROVAL HEARING

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Final Approval Hearing at [HEARING TIME] on [HEARING DATE], at the District Court for the Western District of Washington at 700 Stewart St., Courtroom Suite 13106, Seattle, WA 98101.

If there are objections, the Court will consider them. The Honorable Richard Jones will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel’s request for attorneys’ fees, costs, Settlement Administration Expenses, and Service Award for the named Plaintiff. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer to attend, but that is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your “Notice of Intention to Appear in *Kurt Skau v. JBS Carriers, Inc.*, W.D. Wash. Case No. 2:18-cv-00681-RAJ.” Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Settlement Administrator:

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Section 7, above.

GETTING MORE INFORMATION

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [**WEBSITE**], which has a copy of the Settlement Agreement posted. Class Counsel’s motion for attorneys’ fees and costs and service award for the Class Representative will be available for your review on [**DATE**] and Class Counsel’s motion for final approval of the settlement agreement, including Settlement Administration Expenses, will be available for you to review on [**DATE**] at [**WEBSITE URL**].

EXHIBIT B
EMAIL NOTICE OF
SETTLEMENT

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

Kurt Skau v. JBS Carriers, Inc.
W.D. Wash. Case No. 2:18-cv-00681-RAJ

If you worked as a driver for JBS Carriers, Inc. at any time between September 5, 2014 and February 5, 2020, while residing in the State of Washington, a class action settlement may affect your rights.

- A former employee filed a lawsuit against JBS Carriers, Inc. (“Defendant” or “JBS”) for allegedly failing to pay minimum wage for all work performed, overtime wages, and to provide or pay for rest breaks under Washington law. JBS denies these allegations.
- The parties have reached a proposed Class Action Settlement. The Class Action Settlement includes a total maximum settlement payment by JBS of \$187,500.00.
- You do not have to do anything to be eligible for a settlement payment. Your legal rights are affected by the Settlement, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do nothing. You will be eligible to receive a payment for your share of the Settlement. (You may need to provide the Settlement Administrator any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.

Ask to be excluded. You may “opt out,” which will remove you from the Class Action and you will receive no settlement payment. You will not give up the right to sue with respect to the legal claims in this Case.

Object. You may make a legal objection to the proposed Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case. If you would like to object, you may not opt out of the Settlement.

Go to a hearing. Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

This notice is only a summary. Details about the lawsuit can be found on the **Settlement Website** or by calling **[ADD]**.

A more detailed notice was also sent to you by mail on **[ADD]**. If you do not receive the notice, visit the **Settlement Website** and or contact the Settlement Administrator at **ADD** to update your information.

To unsubscribe from this list, please click on the following link: **Unsubscribe**

TITLE	Class Action Settlement Agreement Skau v. JBS Carriers,...
FILE NAME	Class Action Sett...s, Inc._FINAL.pdf
DOCUMENT ID	38b19f0979345c71551a6d4124d9e899d4cbfe29
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



04 / 21 / 2020
17:31:13 UTC-8

Sent for signature to Kurt Skau (kskau2@gmail.com), Toby Marshall (tmarshall@terrellmarshall.com) and Hardeep Rekhi (hardeep@rekhiwolk.com) from justine@rekhiwolk.com
IP: 50.125.176.10



04 / 21 / 2020
17:42:09 UTC-8

Viewed by Kurt Skau (kskau2@gmail.com)
IP: 24.113.52.146



04 / 22 / 2020
07:56:24 UTC-8

Viewed by Toby Marshall (tmarshall@terrellmarshall.com)
IP: 63.235.115.202



04 / 22 / 2020
08:04:31 UTC-8

Viewed by Hardeep Rekhi (hardeep@rekhiwolk.com)
IP: 172.58.45.190



04 / 22 / 2020
05:10:56 UTC-8

Signed by Kurt Skau (kskau2@gmail.com)
IP: 24.113.52.146

TITLE	Class Action Settlement Agreement Skau v. JBS Carriers,...
FILE NAME	Class Action Sett...s, Inc._FINAL.pdf
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



04 / 22 / 2020
07:58:03 UTC-8

Signed by Toby Marshall (tmarshall@terrellmarshall.com)
IP: 67.161.83.177



04 / 22 / 2020
08:04:52 UTC-8

Signed by Hardeep Rekhi (hardeep@rekhiwolk.com)
IP: 172.58.45.190



04 / 22 / 2020
08:04:52 UTC-8

The document has been completed.