

1 Joint Stipulation of and Settlement Agreement¹ (the "Settlement Agreement");

2 WHEREAS, Plaintiff Eric Heraux (also referred to herein as the "Representative Plaintiff")
3 and his counsel approve the Settlement Agreement;

4 NOW, THEREFORE, this matter having come before this Court, with Michael A. Strauss, Esq.
5 of Strauss & Strauss, APC appearing for Plaintiff Eric Heraux and James S. Brown of Sedgwick LLP
6 appearing for Defendant C & C Boats, Inc. ("Defendant"), having considered all briefs, evidence, and
7 argument regarding Plaintiff's Motion For Preliminary Approval Of Class Action Settlement And For
8 Class Certification For Settlement Purposes (the "Motion"), and for good cause appearing therefor,

9 **IT IS HEREBY ORDERED** that:

10 Plaintiff's Motion is **GRANTED** as set forth herein.

11 **IT IS FURTHER ORDERED** that:

12 Upon preliminary examination, that the settlement set forth therein is within the range of
13 reasonableness, and that a hearing should and will be held after notice to the Settlement Class to
14 confirm that the settlement is fair, adequate, and reasonable, and to determine whether a Judgment
15 should be entered in this action based thereon.

16 **IT IS HEREBY ORDERED** that:

17 1. This Order Granting Preliminary Approval of Class Action Settlement and Class
18 Certification for Settlement Purposes ("Preliminary Approval Order"), hereby incorporates by
19 reference the definitions in the Settlement Agreement, and all terms used herein shall have the same
20 meanings as set forth in that Settlement Agreement.

21 2. The Court grants preliminary approval of the settlement. The following class is
22 conditionally certified for the purposes of this settlement: "The Representative Plaintiff and any other
23 individual who, at any time during the period July 13, 2011 through the date of preliminary approval
24 of this Settlement Agreement, is or was a California resident who was employed by the Defendant as
25 an hourly, non-exempt crew member (sometimes informally referred to as 'deckhand', 'engineer', or
26

27 ¹ A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Michael A. Strauss
28 in Support of Plaintiff's Motion For Preliminary Approval Of Class Action Settlement And For Class
Certification For Settlement Purposes.

1 'mate') on any vessel(s) owned, chartered, and/or operated by the Defendant, and paid by Defendant
2 on an hourly basis for hitches of 24 hours or more" (the "Class").

3 3. This Court preliminarily approves the Settlement Agreement as set forth therein and
4 finds that the Settlement is within the range of reasonableness as to the Class and Defendant, was
5 reached after substantial investigation and discovery, and is the product of good faith, arm's-length
6 negotiations between the parties. This Court finds that the proposed release is appropriately tailored to
7 the claims at issue and that the allocation of payment among wages, penalties, and interest for tax
8 purposes is reasonable.

9 4. This Court finds that Michael A. Strauss, Esq. and his firm Strauss & Strauss, APC are
10 sufficiently experienced and proficient in class action proceedings that they may act as Class Counsel
11 and further finds that Plaintiff Eric Heraux may act as Class Representative for settlement purposes
12 only. The Court further authorizes the retention of CPT Group, Inc. as Claims Administrator.

13 5. The Court hereby conditionally certifies the proposed Class and conditionally finds
14 that, solely for the purposes of approving this settlement and for no other purpose and with no other
15 effect on this litigation, the proposed Class meets the requirements for certification under section 382
16 of the California Code of Civil Procedure, including that: (a) the proposed Class is ascertainable and
17 so numerous that joinder of all members of each subclass is impracticable; (b) there are predominant
18 questions of law or fact common to the Class, and there is a well-defined community of interest
19 amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of
20 the Representative Plaintiff are typical of the claims of the members of the Class; (d) the
21 Representative Plaintiff will fairly and adequately protect the interests of the members of the Class; (e)
22 a class action is superior to other available methods for an efficient method of adjudication of this
23 controversy; and (f) Class Counsel is qualified to act as counsel for the Representative Plaintiff in their
24 individual and representative capacities.

25 6. The Court approves the Notice of Class Action Settlement, attached hereto as Exhibit 1
26 (the "Notice"). The Notice provides information on the meaning and nature of the Class; the terms
27 and provisions of the Settlement Agreement; the manner in which payments to Class members will be
28 calculated; the application of Plaintiffs' counsel for reimbursement of costs and attorney's fees; the

1 Representative Plaintiffs' request for incentive awards; the date, time, and place of the final
2 approval/final fairness hearing; and the procedures and deadlines for requesting exclusion from the
3 Class and/or objecting to the settlement. The Notice fully complies with the requirements of
4 California law and due process, constitutes the best notice practicable under the circumstances, and is
5 due and sufficient notice to all persons entitled to the Notice of the Settlement of the instant action.

6 7. The Notice shall be provided to the members of the Class in the following manner:

7 a. The Claims Administrator, CPT Group, Inc., shall be responsible for preparing,
8 printing and mailing to all Class members the Class Notice.

9 b. No later than fifteen (15) days after preliminary approval of this settlement,
10 Defendant shall provide to the Claims Administrator the names, last-known addresses, dates of
11 employment, and social security numbers of each Settlement Class Member and the W-2 wages paid
12 during the Claims Period.

13 c. In order to provide the best notice practicable, the Claims Administrator will do
14 the following before mailing the Class Notice: (1) run this class list through the United States Postal
15 Service's National Change of Address database ("NCOA"); and (2) perform address searches using
16 public and proprietary electronic resources which collect their data from various sources such as utility
17 records, property tax records, motor vehicle registration records (where allowed) and credit bureaus.

18 d. Within ten (10) calendar days of the date set forth in section 7(b) herein for the
19 provision of employee payroll information to the Claims Administrator, the Claims Administrator
20 shall send a copy of the Class Notice substantially in the form attached hereto as Exhibit 1, to all
21 members of the Class via first-class mail, postage prepaid, using the most current mailing address
22 information available as set forth above.

23 e. Any Class Notice returned to the Claims Administrator as non-delivered before
24 the deadline set forth in the Implementation Schedule for Class members to Opt-Out shall be sent to
25 the forwarding address affixed thereto. If no forwarding address is provided for a Class Notice that is
26 returned as non-delivered, then such Class Notices will be re-sent by the Claims Administrator after
27 the address is updated using the procedures described in section 7(c) herein. The undelivered Class
28 Notices will be re-sent within five (5) days after the Claims Administrator receives notice that the

1 including the named Plaintiff.

2 12. The Court will consider whether to approve Class Counsel's request for attorney's fees
3 and costs, incentive award to the Class Representative, and payment of Claims Administration
4 expenses from the maximum settlement amount at final approval. Admissible evidence to support the
5 requested amounts for fees and costs, incentive award, and costs of administration should be provided
6 prior to the final approval hearing. The Court does not express any opinion as to those sums at this
7 time.

8 13. Any portion of the Net Settlement Amount that is not claimed by Settlement Class
9 Members shall escheat to the Department of Labor Standards Enforcement Unpaid Wages Fund in the
10 name of each Settlement Class Member who did not make a claim.

11 14. Unless otherwise modified by this Court, the dates for performance (the
12 "Implementation Schedule") are as follows:

<u>EVENT CODE</u>	<u>DATE/TRIGGERING EVENT</u>	<u>EVENT</u>
A	Preliminary Approval Order date: October 18, 2016 [OR , 2016]	Court orders preliminary approval of Settlement and conditional certification of class.
B	No later than ten (10) calendar days after Event A.	Deadline for Defendant to provide to the Claims Administrator the (1) names; (2) last-known addresses; (3) dates of employment; (4) social security numbers; and (5) total days worked. (Settlement at ¶¶ 19(b), 23(a).)
C	Twenty (20) business days after Event A.	Defendant to deposit first installment payment of \$325,000 with the Claims Administrator's Qualified Settlement Fund. (Settlement at ¶¶ 27, 28(a).)
D	Within ten (10) calendar days of Event B.	Deadline for the Claims Administrator to send via first class mail a copy of the Class Notice to all members of the Settlement Class. (Settlement at ¶ 19(d).)
E	Within thirty ⁶⁰ (30) calendar days of Event D.	Deadline for Settlement Class Members (except for Plaintiff, who may not opt-out) to submit a request to opt out to the Claims Administrator. (Settlement at ¶ 20.)
F	Within fifteen (15) days after Event E.	Deadline for Claims Administrator to provide the counsel for the Parties with a list of opt-outs. (Settlement at ¶ 20.)

1	G	At least twenty (20) calendar days prior to Event J.	Deadline for the Claims Administrator to provide Class Counsel with the approximate Settlement Award to each Settlement Class Member. (Settlement at ¶ 31(c).)
2	H	At least twenty (20) calendar days prior to Event J.	Deadline for the Claims Administrator to provide counsel for the Parties an Interim Report. (Settlement at ¶ 24.)
3	I	At least nine (9) court days prior to Event J.	Deadline for Class Members to object to the Settlement. (Settlement at ¶ 21.)
4	J	January 2, 2017 [Approximately 80 days after Event A].	Court to conduct a Settlement Fairness Hearing to determine final approval of the settlement along with the amounts properly payable for (i) attorneys' fees and costs; (ii) the payments to Representative Plaintiff for his time and effort in bringing and prosecuting this matter, (iii) the costs of administration of the settlement, and (iv) the amount withheld from the settlement amount for the payment of late claims or unanticipated expenses. (Settlement at ¶ 25.)
5	K	Within 365 calendar days after Event C.	Deadline for Defendant to deliver second installment of \$262,500 to its attorney's trust account. (Settlement at ¶ 28(b).)
6	L	Within twenty (20) business days after Event K.	Deadline for Defendant's attorneys to transfer the second installment amount of \$262,500 to the Claims Administrator's Qualified Settlement Fund." (Settlement at ¶ 28(b).)
7	M	Within 730 calendar days after Event C.	Deadline for Defendant to deliver third installment of \$262,500 to its attorney's trust account. (Settlement at ¶ 28(c).)
8	N	Within twenty (20) business days after Event M.	Deadline for Defendant's attorneys to transfer the third installment amount of \$262,500 to the Claims Administrator's Qualified Settlement Fund." (Settlement at ¶ 28(c).)
9	O	Within twenty (20) calendar days of Effective Date of Settlement	Deadline for Claims Administrator to make first distribution of Settlement Awards to Settlement Class Members. (Settlement at ¶ 31.)
10	P	Within fourteen (14) calendar days after receipt of funds specified in Event L.	Deadline for the Claims Administrator to make second distribution of Settlement Awards to Settlement Class Members. (Settlement at ¶ 31.)
11	Q	Within fourteen (14) calendar days after receipt of funds specified in Event N.	Deadline for the Claims Administrator to make third distribution of Settlement Awards to Settlement Class Members. (Settlement at ¶ 31.)
12	R	Sixty (60) days after date of issuance of Settlement Award checks paid to Settlement Class Members in each distribution thereof set forth in Events O, P, and Q.	Date Settlement Award checks are to be cancelled, with proceeds therefrom to be donated to the designated <i>cy pres</i> recipient. (Settlement at ¶ 31(e).)

1 IT IS SO ORDERED.

2 DATED: 10/18, 2016



3 HONORABLE KEVIN DENOCE
4 Judge of the Superior Court

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EXHIBIT 1

Exhibit A

Eric Heraux v. C & C Boats, Inc.,
Ventura County Superior Court Case No. 56-2015-00469765-CU-OE-VTA.

NOTICE OF CLASS ACTION SETTLEMENT

The Ventura County Superior Court permitted this notice. This is not an ad.

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT FOR HAVING WORKED FOR C & C BOATS, INC. IN CALIFORNIA, AS A RESULT OF A CLASS ACTION PENDING IN SUPERIOR COURT:

YOU ARE NOT BEING SUED, AND THIS LAWSUIT IS NOT AGAINST YOU.

C & C BOATS, INC. HAS AGREED TO THIS SETTLEMENT.

YOUR RIGHTS MAY BE AFFECTED – PLEASE READ THIS NOTICE IMMEDIATELY!

ATTENTION: A judge has granted Approval to a settlement of the above-captioned class action lawsuit (“Action”) against C & C Boats, Inc. If you were employed by C & C Boats, Inc. (“C & C Boats”) as a non-exempt crew member (sometimes informally referred to as “deckhand”, “engineer”, or “mate”) between July 13, 2011, and [Preliminary Approval Date] then you are a “Class Member” and may be eligible to receive money from the Settlement of the Action.

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the Settlement of the Action. If you are a Class Member, it contains important information affecting your rights to participate in the Settlement as further described below. This notice advises you of the terms of the Settlement and your rights and options under it.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Can DO NOTHING	This is the only way to get a settlement payment. If you do nothing, you will lose any rights to sue C & C Boats separately about the same legal claims made in this lawsuit, but you will receive a settlement payment.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 2016)	If you ask to be excluded from the settlement, you will get no settlement payment, but you will keep any rights to sue C & C Boats separately about the same legal claims made in this lawsuit. IMPORTANT: YOU CANNOT ASK TO BE EXCLUDED AND STILL GET A SETTLEMENT PAYMENT.
You Can OBJECT TO THE SETTLEMENT (Deadline: _____, 2016)	If you do not agree with the terms of the settlement, you can make a written objection to the Claims Administrator and the Claims Administrator will pass on your objection to the court. BUT IF YOU OBJECT TO THE SETTLEMENT, YOU CANNOT ASK TO BE EXCLUDED TOO.

What is this proposed Settlement about?

The Action is a class action lawsuit which was filed against C & C Boats. Eric Heraux filed the original Class Action Complaint on July 13, 2015. Eric Heraux is designated as the "Class Representative." Based on the assertion that C & C Boats owes the class members compensation for their sleep periods, the Class Action Complaint alleges that C & C Boats failed to (a) properly pay straight time wages or, in the alternative, overtime wages, (b) provide meal periods, (c) provide compliant wages statements, (d) pay wages in a timely manner to terminated employees, and (e) in these ways engaged in unfair competition. The Action was brought as a putative class action and sought damages, penalties, and restitution, as well as interest, attorneys' fees, and costs. The Action has been vigorously litigated since it was filed. Additionally, the parties participated in a mediation conducted by a professional mediator. At the conclusion of the mediation, the parties reached an agreement to settle the Action.

Under the proposed Settlement, C & C Boats agrees to make payments to Class Members who do not opt out of the settlement. These payments will be based on the pro rata compensation earned by each Settlement Class Member during the Class Period compared to the total compensation earned by all Settlement Class Members during the Class Period. C & C Boats also agrees to pay the Settlement Administration Costs, an Enhancement payment to the Class Representative, and Class Counsel's attorneys' fees and costs up to an amount described below, subject to court approval. C & C Boats maximum total obligation under the proposed Settlement is \$850,000, to be paid over a two-year period in three separate installments of: (a) \$325,000; (b) \$262,500; and (c) \$262,500.

The proposed Settlement is not an admission of liability by C & C Boats. Throughout this case, C & C Boats has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. C & C Boats contends that it has complied with all California and federal laws regarding those matters.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members.

Summary of the proposed Settlement

C & C Boats has agreed to pay \$850,000, to be paid over a two-year period in three separate installments of (a) \$325,000; (b) \$252,500; and (c) \$262,500 ("Gross Settlement Amount") to resolve all claims that were or could have been asserted in the Action and for your release of claims described below. The second installment will be delivered to the Claims Administrator for distribution not more than one year after the first installment is delivered, and the third installment will be delivered to the Claims Administrator for payment not more than one year after the second installment is delivered. If finally approved by the Court, the proposed Settlement will distribute money as follows:

Fee and Expense Award to Class Counsel: Upon approval by the Court, C & C Boats will pay attorneys' fees and out-of-pocket costs/expenses to Class Counsel (Michael A. Strauss of Strauss & Strauss, A Professional Corporation). The proposed Settlement permits Class Counsel to request up to 35% of the Gross Settlement Amount, or up to \$297,500, as their fees for prosecuting this case, and expenses estimated at \$_____ for reimbursement [not to exceed \$15,000] of their out-of-pocket costs/expenses incurred in the Action. You are not personally responsible for any of Class Counsel's attorneys' fees or costs/expenses.

Other Costs: The Settlement provides for \$7,500 total in Enhancement Payment to the Class Representative. The proposed Settlement further provides for payment estimated to be \$16,500 to the

Claims Administrator, CPT Group, Inc., for its services in mailing the Class Notice and processing Settlement Awards.

Settlement Awards to Class Members: To all Class Members who do not exclude themselves from the settlement as described below ("Settlement Class Members"), C & C Boats will make payments according to the following formula from the Net Settlement Amount.

"Net Settlement Amount" means the Gross Settlement Amount less the following amounts: (a) the enhancement to the Representative Plaintiff for his efforts in bringing and prosecuting this matter; (b) the costs to Class Counsel up to a maximum of \$15,000; and (c) the costs of administration of this settlement by the Claims Administrator up to a maximum of \$16,500; and (iv) the attorneys' fees of Class Counsel, not to exceed thirty-five percent (35%) of the Gross Settlement Amount or \$297,500, with all such amounts approved by the Court. Payments (a), (b), and (c) shall be made out of the Initial Deposit of the Gross Settlement Amount. Payment (d) shall be made in up to three separate payments on a pro-rata basis, with each payment based on the relationship of the amount of each installment payment made by Defendant to the total amount of the Gross Settlement Amount. Once the payments designated above have been made, the balance remaining shall constitute the Net Settlement Amount from which Payment Awards shall be calculated.

The Net Settlement Amount will be calculated and distributed in three payments. The Net Settlement funds shall be allocated as follows: (a) 60% wages (Wage Fund) and (b) 40% interest and penalties (Interest Fund). The Claims Administrator shall make up to three separate distributions of Settlement Awards to the Settlement Class Members who do not opt out of the Settlement. The first distribution shall be made within twenty (20) days of the Effective Date of the Settlement, and shall be based on the amount of the Net Settlement Amount available for distribution at that time. The Claims Administrator will make a second, and if necessary, a third, distribution of Settlement Awards to the Settlement Class within fourteen (14) days of receiving each subsequent \$262,500 deposit from C & C Boats. The Claims Administrator will calculate an award for each Settlement Class Member for each distribution phase as follows:

The Claims Administrator shall determine the total gross amount of earnings during the Class Period for each Class Member. The Claims Administrator will then determine the amount of aggregate gross earnings during the Class Period for all Settlement Class Members .

First, the Claims Administrator will divide the amount of gross earnings earned by each Settlement Class Member during the Class Period by the aggregate amount of gross earnings for all Class Members during the Class Period, and multiply that number by the Interest Fund available for distribution. The resulting amounts shall be paid to each of the Settlement Class Members only and shall not be subject to payroll withholding taxes.

Second, the Claims Administrator will divide the amount of gross earnings earned by each Settlement Class Member during the Class Period by the aggregate amount of gross earnings for all Settlement Class members during the Class Period, and multiply that number by the Wage Fund available for distribution. The resulting amounts shall be paid to each of the Settlement Class Members and shall be subject to payroll withholding taxes, which the Claims Administrator shall calculate and pay from the Gross Settlement Amount to the appropriate governmental authorities.

Unclaimed Portion of Net Settlement Amount: Any remaining unclaimed portion of the Net Settlement Amount after administration of the Settlement has been completed shall escheat to the Department of Labor Standards Enforcement Unpaid Wages Fund in the name of each Settlement Class Member who did not make a claim.

What are my rights and options?

1. **You can do nothing:** If you do nothing, you will lose any rights to sue C & C Boats separately about the same legal claims made in this lawsuit, but you will receive a Settlement Award.

2. **You can exclude yourself from the Settlement:** If you do not want a Settlement Award and do not want to be bound by any of the proposed Settlement's terms, you must make a timely written Request for Exclusion (also called an "Opt-Out Letter"). Your Request for Exclusion must contain your name, address, telephone number and last four digits of your Social Security Number; must be signed and dated by you, and must state the following:

I wish to be excluded from the Settlement in the case of *Eric Heraux v. C & C Boats, Inc.*,
Ventura County Superior Court Case No. 56-2015-00469765-CU-OE-VTA.

Your Request for Exclusion must be mailed to the Claims Administrator at the following address and must be postmarked by **[DATE — 30 days from mailing Class Notice]**. You should not request exclusion if you wish to receive money from the Settlement.

Claims Administrator Address: CPT Group, Inc.
16630 Aston Street
Irvine, California 92606
Tel: (800)542- 0900

3. **You can object to the Settlement:**

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number: *Eric Heraux v. C & C Boats, Inc.*, Ventura County Superior Court Case No. 56-2015-00469765-CU-OE-VTA; (b) be submitted to the Court either by mailing the to: Clerk of Court, Superior Court of California, County of Ventura, P.O. Box 6489, Ventura, California 93006-6489, or by filing in person at any location of the Superior Court, County of Ventura that includes a facility for civil filings, (c) also be served on the law firms identified below by personal delivery, facsimile transmission, or express mail, and (d) be filed and served on or before nine (9) court days before the Final Approval Hearing.

You must serve copies of your written objection to the following attorneys:

ATTORNEYS FOR PLAINTIFF
ERIC HERAUX AND THE
CLASS MEMBERS

Michael A. Strauss
Strauss & Strauss, A Professional Corporation
121 N. Fir Street, Suite F
Ventura, CA 93001

ATTORNEYS FOR DEFENDANT
C & C BOATS, INC.

James S. Brown
Sedgwick LLP
333 Bush Street, 30th Floor
San Francisco, CA 94104-2834

Telephone: (805) 641-6600
Facsimile: (805) 641-6607

Telephone: (415) 781-7900
Facsimile: (877) 540-2780

Your objection and notice of intention to appear at the Final Approval Hearing must be filed with the Court and served on the above Counsel no later than nine (9) court days before the final approval hearing. You may object to the Settlement only if you do NOT submit a Request for Exclusion.

What claims am I releasing by participating in the Settlement?

In exchange for the consideration and covenants undertaken by C & C Boats as a result of the proposed Settlement, the Settlement Class Members will expressly release, waive and discharge, and are deemed to have released, waived and discharged, all Settled Claims against all Released Parties.

“Settled Claims” means any and all liabilities, demands, claims, causes of action, complaints and obligations of whatever kind or nature that were or reasonably could have been asserted or alleged, and/or any cause of action for (or attempt to recover) statutory or civil penalties that was or could reasonably have been alleged, and/or which derive from or relate to the allegations contained in or that reasonably could have arisen out of the same facts asserted or alleged by or on behalf of Representative Plaintiff and the Settlement Class Members based on the allegations contained in the Action against the Released Parties by or on behalf of such Settlement Class Members or successors or assigns of any of them (whether directly, indirectly, representatively, derivatively or in any other capacity), accruing any time prior to [date of entry of the Preliminary Approval Order] to the fullest extent permitted by law. The Settled Claims include but are not limited to claims seeking unpaid wages (including but not limited to overtime, minimum wages, and wages at an agreed rate under the Fair Labor Standards Act and/or California law), premiums, penalties for missed meal and rest periods, waiting time penalties, claims related to wage statements and record-keeping violations, civil penalties, injunctive relief forbidding destruction of records pertaining to the class period, other injunctive and equitable relief, and reasonable attorneys’ fees, costs, and interest, based on a breach of contract and/or violation of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1182, 1182.12, 1194, and 1197, and/or Business and Professions Code sections 17200 et seq., and Industrial Welfare Commission (“IWC”) Wage Order No. 9-2001(Cal. Code Regs., tit. 8, § 11090), as amended, as alleged in the Action.

With respect to the Settled Claims only, all Settlement Class Members (and their assigns, heirs, successors and personal representatives) who have not submitted a timely and valid Opt-Out Letter shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had pursuant to Section 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 the release, which if known to him or her must have materially affected his or her settlement with the debtor.

This means that if you later discover facts in addition to or different from those which you now know or believe to be true with respect to the subject matter of the Action, you shall be deemed to have and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Settled Claims which could have been brought in this lawsuit based on the facts alleged and claims stated therein. This is true whether such claims are known or unknown, suspected or unsuspected,

contingent or non-contingent, whether or not concealed or hidden, which now exist, without regard to subsequent discovery or existence of such different or additional facts.

“Released Parties” means (i) Defendant; (ii) past or present subsidiaries, divisions, parents, predecessors, successors, affiliates or assigns of Defendant; and (iii) any past or present members, shareholders, officers, agents, employees, advisors, insurers, re-insurers, attorneys, representatives or owners of Defendant, including but not limited to Thomas G. Croft and Sheryl Croft McKenna; and (iv) the vessels owned, chartered, and/or and operated by Defendant including but not limited to the motor vessels ACES HIGH, ACES WILD, BROADBILL, DOUG C, GLENN C, JACKIE C, MATTHEW, DON C, and RAVEN.

All Settlement Class Members intend and are deemed to intend that this Settlement shall be effective as a bar to any and all Released Claims.

When is the next Court hearing?

A Final Approval Hearing will be held before the Honorable Kevin G. DeNoce in Department 43 of the Superior Court of the State of California for the County of Ventura, located at 800 South Victoria Avenue, Ventura, California 93009, on _____, 2016 at __:__.m. to determine whether the Settlement is fair, reasonable and adequate. Judge Denoce will be asked to approve the plan for distributing the Settlement Awards, Class Counsel’s Fee and Expense Award, the Enhancement payment to the Class Representative, and payment to the Claims Administrator. A motion for final approval of these items should be on file with the Court no later than _____, 2016 and will be available for review after that date. This hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection with the Court.

What if I need more information?

For the precise terms and conditions of the Settlement, you should consult the detailed Agreement and the Preliminary Approval Order, which is also on file with the Court. Capitalized terms in this Notice have the same meaning they are given in the Joint Stipulation and Settlement Agreement (“Agreement”) on file with the Court in the Action. If you have any questions, you can contact the Claims Administrator at (XXX)-XXX-XXXX. You can also contact Class Counsel listed above.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

Additional information and key documents relating to the Action and the Settlementⁱ can also be accessed at the following Internet site maintained by Class counsel:

<http://www.xxx.com>

**BY ORDER OF THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

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Re: *Heraux v. C & C Boats, Inc., et al.*
Ventura County Superior Court
Case No.: 56-2015-00469765-CU-OE-VTA

MAILING LIST

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San Francisco, CA 94104
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E-mail: james.brown@sedgwicklaw.com

Attorneys for Defendant C & C Boats, Inc.