

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO – HALL OF JUSTICE**

Coordination Proceeding
Special Title (Rule 3.550)

**INFINITY ENERGY WAGE AND
HOUR CASES**

INFINITY ENERGY, INC. v. LUKAS
JEFFERY

AND RELATED CROSS-ACTION.

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5139**

~~PROPOSED~~ **ORDER FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*Infinity Energy, Inc. v. Jeffery and related
cross-complaint only*

Originally filed in Superior Court of California
County of Riverside, NO. MVC1907343

JCCP Trial Judge: Hon. Keri G. Katz
Dept: C-74

This matter came on for hearing on April 22, 2022 at 8:30 a.m. in Department C-74 of the above-captioned court on Cross-Complainants' Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Joint Stipulation of Class Action Settlement (the "**Settlement Agreement**" or "**Settlement**") between Cross-Complainants LUKAS JEFFERY, JOHN LYMAN, and LOUIS CISNEROS (referred to for simplicity as "**Plaintiffs**") and Cross-Defendant INFINITY ENERGY, INC. (referred to for simplicity as "**Defendant**").

The Court, having fully reviewed the Motion for Preliminary Approval, the Memorandum of Points and Authorities and Declarations and Exhibits filed in support thereof, the Settlement

1 Agreement, and the Notice Packet, and in recognition of the Court's duty to make a preliminary
2 determination as to the reasonableness of any proposed class action settlement, and if preliminarily
3 determined to be reasonable, to ensure proper notice is provided to the Class Members in
4 accordance with due process requirements, and to set a Final Approval Hearing to consider the
5 proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any
6 proposed settlement, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS**
7 **AND ORDERS:**¹

- 8 1. The Court finds on a preliminary basis that the Settlement Agreement incorporated in full
9 by this reference and made a part of this Order For Preliminary Approval of Class Action
10 Settlement, appears to be within the range of reasonableness of a settlement which could
11 ultimately be given final approval by this Court.
- 12 2. The Court does hereby preliminarily approve the Settlement as being fair, just, reasonable
13 and adequate, and supporting certification of a provisional settlement class pursuant to
14 California Rules of Court, Rule 3.769(d) and Section 382 of the California Code of Civil
15 Procedure in that: (a) the proposed Settlement Class is ascertainable and so numerous that
16 joinder of all members of the Settlement Class is impracticable; (b) common questions of
17 law and fact predominate and there is a well-defined community of interest among
18 members of the proposed Settlement Class, and each of them, with respect to the subject
19 matter-of the litigation; (c) the claims of the Named Plaintiffs are typical of the claims of
20 the members of the proposed Settlement Class; (d) the Named Plaintiffs have and will
21 fairly and adequately protect the interests of the proposed Settlement Class; (e) a class
22 action is superior to other available methods for an efficient adjudication of this
23 controversy in the context of settlement; and (f) Class Counsel is qualified to serve as
24 counsel for the proposed Named Plaintiffs, as Class Representatives and the proposed
25 Settlement Class, and will adequately protect their interests.

26
27
28 ¹ All defined terms contained herein shall have the same meanings as those set forth in the Joint Stipulation of Class
Action Settlement (the "Settlement Agreement") submitted in support of the Motion for Preliminary Approval.

1 3. It appears to the Court that the Gross Settlement Fund is fair and reasonable to the
2 Settlement Class when balanced against the probable outcome of further litigation relating
3 to maintaining class certification, liability and damages issues, and potential appeals. It
4 further appears that significant investigation, research, and litigation has been conducted
5 such that counsel for the Parties at this time are able to reasonably evaluate their respective
6 positions. It further appears that the Settlement at this time will avoid substantial costs,
7 delay and risks that would be presented by the further prosecution of the litigation. It
8 further appears that the proposed Settlement has been reached as a result of the intensive,
9 serious and non-collusive negotiations between the Parties.

10 4. Solely for the purposes of the proposed Settlement, a Settlement Class is hereby
11 provisionally certified pursuant to California Code of Civil Procedure section 382 as
12 follows:

13 All persons currently and formerly employed by Infinity Energy, Inc. in
14 the State of California conducting door-to-door sales or door-to-door
15 sales lead generation, including managers, whether classified as an
16 employee or independent contractor, between June 12, 2015 and April
17 22, 2022 (the “**Class Period**”).

18 5. Solely for the purposes of the proposed Settlement, the Court does hereby preliminarily
19 approve Jason E. Baker, Esq., and John J. Weber, Esq., of KEEGAN & BAKER, LLP as
20 Class Counsel and LUKAS JEFFERY, JOHN LYMAN, and LOUIS CISNEROS as Class
21 Representatives.

22 6. The Court does hereby approve the appointment of Simpluris, Inc. (the “**Settlement**
23 **Administrator**”) as the Parties’ Settlement Administrator and preliminarily approves the
24 Settlement Administrator’s fee in an amount estimated at \$14,500.00.

25 7. The Court approves, as to form, content, and adequacy, the Notice of Class Action
26 Settlement and Final Approval Hearing (the “**Notice Packet**” or “**Notice**”) attached as
27 Exhibit A to the Settlement Agreement and this Order, with such non-material changes, if
28 needed, that may be agreed to by counsel for the Parties to conform to this Order and the
Settlement Agreement.

1 8. The Court finds that the Notice Packet constitutes the best notice practicable under the
2 circumstances, is in full compliance with the laws of the State of California and the
3 requirements of due process. The Court further finds that the Notice Packet fully and
4 accurately informs the Class Members of all material elements of the proposed Settlement,
5 of each Class Member's right to participate, request exclusion from, or object to the
6 Settlement. The Court further approves of the process for the mailing and emailing of the
7 Notice Packet to the Class Members, as specifically described in the Settlement
8 Agreement, and finds that the process constitutes an effective method of notifying Class
9 Members of their rights with respect to the proposed Settlement.

10 **ACCORDINGLY, IT IS HEREBY ORDERED THAT:**

11 9. The Settlement Administrator shall supervise and administer the notice procedure as more
12 fully set forth below:

- 13 a. Within fifteen (15) days of this Order Granting Preliminary Approval,
14 Defendant shall provide the Settlement Administrator with the Class List and a
15 modified Class List to Class Counsel, as described in the Settlement
16 Agreement.
- 17 b. Defendant shall consult with the Settlement Administrator prior to the
18 production date to ensure that the format of the Class List will be acceptable to
19 the Settlement Administrator.
- 20 c. Within seven (7) days of receipt of the Class List, the Settlement Administrator
21 shall run a check of the Class Members' addresses using the United States
22 Postal Service's NCOALink system to update and correct any known or
23 identifiable address changes and mail the Notice Packet by first-class United
24 States mail to each Class Member, and by email to those with known email
25 addresses, following the procedures and timelines provided in the Settlement
26 Agreement.

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- 1 d. There will be a thirty (30) day notice period from the date the Notice Packet is
2 distributed during which Class Members may dispute the information in the
3 Notice Packet (the “Dispute Deadline Date”) as described in the Settlement
4 Agreement.
- 5 e. Any Class Member who wishes to be excluded (Opt-Out) from the Settlement
6 Class and not participate in the proposed Settlement must submit an Opt-Out
7 Request as described in the Notice Packet. The Opt-Out Request must be
8 postmarked and mailed or received at the designated email address for the
9 Settlement Administrator, no later than forty-five (45) days from the date of the
10 Notice Packet (the “Objection/Exclusion Deadline Date”).
- 11 f. Notice Packets returned to the Settlement Administrator as non-delivered
12 before the Dispute Deadline Date or the Objection/Exclusion Deadline shall be
13 resent to the forwarding address, if any, on the returned envelope. Class
14 Members who receive a re-mailed or emailed Notice within ten (10) days of the
15 Dispute Deadline Date or Objection/Exclusion Deadline Date, shall have an
16 additional ten (10) days from the original Dispute Deadline Date and
17 Objection/Exclusion Deadline Date to dispute the information in the Notice
18 Packet or submit an Opt-Out Request.
- 19 g. Upon completion of these steps by the Settlement Administrator as described
20 in the Settlement Agreement, Plaintiffs and Defendant shall be deemed to have
21 satisfied their obligations to provide the Notice Packet to the Class Members.
- 22 h. No later than twenty-one (21) days prior to the Final Approval Hearing, the
23 Settlement Administrator shall provide Class Counsel and Defense Counsel
24 with a declaration attesting to completion of the notice process, including any
25 attempts to obtain valid mailing addresses and email addresses for Class
26 Members and re-sending any returned Notice Packets, as well as the number of
27 Opt-Out Requests that the Settlement Administrator received and the dates that
28 the Settlement Administrator received those Opt-Out Requests.

i. Class Counsel shall provide to the Court, no later than sixteen (16) court days prior to the Final Approval Hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing and emailing with regard to the dissemination of the Notice Packet.

10. Any Class Member may enter an appearance in the action, at his or her own expense, individually or through counsel of their own choice. If they do not enter an appearance or Opt-Out from the Settlement, they will be represented by Class Counsel.

11. Any Class Member may object to the Settlement by filing a written statement of objection (“**Objection**”) with the Settlement Administrator and serving the same on all Parties, through their respective counsel, no later than forty-five (45) days from the date of the Notice Packet. Any Objection must be signed by the Class Member wishing to object and state: (1) the Class Member’s name; (2) the Class Member’s address; (3) the Class Member’s email address; (4) the Class Member’s telephone number; (5) the last four digits of the Class Member’s Social Security number; (6) the factual and legal basis of the Class Member’s Objection; and (7) whether the Class Member intends to appear at the Final Approval Hearing. Absent good cause as determined by the Court, Class Members who fail to make an Objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class Members who submit a timely, written Objection will also have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court.

12. A hearing on Final Approval (the “**Final Approval Hearing**”) shall be held on October 21, 2022 at 8:30 a.m. in Department C-74 of the Superior Court of the State of California in and for the County of San Diego, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court; whether Judgment should be entered herein and to determine the amount of attorneys’ fees and costs that should be awarded to Class Counsel, the amount of Class Representatives Enhancement Awards, and penalties payable pursuant to Labor Code Section 2699 (“**PAGA**”).

- 1 13. All briefs, evidence, and materials filed in support of the Final Approval Hearing shall be
2 filed with this Court no later than sixteen (16) court days before the date set for the Final
3 Approval Hearing.
- 4 14. The Court reserves the right to adjourn the date of the Final Approval Hearing without
5 further notice to the Class Members and retains jurisdiction to consider all further
6 applications arising out of, or connected with, the proposed Settlement.
- 7 15. If for any reason the Court does not execute and file an Order granting Final Approval and
8 Judgment, the Settlement Agreement and the proposed Settlement which is the subject of
9 this Order, and all evidence, briefs and proceedings had in connection therewith, shall be
10 without prejudice to the status quo ante rights of the Parties to the litigation as more
11 specifically set forth in the Settlement Agreement.
- 12 16. Pending further order of this Court, all proceedings in this matter except those
13 contemplated herein and in the Settlement Agreement are stayed.
- 14 17. Pending final determination of whether the Settlement Agreement should be approved,
15 neither Plaintiffs LUKAS JEFFERY, JOHN LYMAN, and LOUIS CISNEROS, nor the
16 Class Members, either directly, representatively or in any other capacity, shall commence
17 or prosecute against any of the Released Parties any action or proceeding in any court or
18 tribunal asserting any of the Released Claims or any claims related thereto, as defined in
19 the Settlement Agreement.

20
21 **IT IS SO ORDERED.**

22
23 DATED: **5-6-22** _____

Keri Katz

Honorable Keri G. Katz
Judge of the Superior Court

EXHIBIT A

Jeffery v. Infinity Energy, Inc.
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
(888) 369-3780

<<First Name>> <<Surname>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

Court-Ordered Class Action Notice Not An Advertisement

You could receive money and your rights could be affected by this Class Action Settlement. *If the name and address listed to the left, or any information attributable to you in this Notice, is incorrect, please provide the correct information to the Settlement Administrator at 888-369-3780 or infinitysettlement@simpluris.com.*

NOTICE OF CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

Jeffery et al. v. Infinity Energy, Inc.

Originally filed in Superior Court of California, County of Riverside, No. MVC1907343
Now Pending in Judicial Council Coordination Proc. 5139 – Superior Court of California, County San Diego,
Department C-74

Date of Notice: **DATE**

ESTE AVISO ESTÁ DISPONIBLE EN ESPAÑOL LLAMANDO AL 888-369-3780

The Honorable Keri G. Katz, Judge of the California Superior Court, authorized this Notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by the information contained in this Notice.

If you are currently or were formerly employed by Infinity Energy, Inc. in the State of California conducting door-to-door sales or door-to-door sales lead generation, including managers, whether classified as an employee or independent contractor (the “Class”), between June 12, 2015 and April 22, 2022 (the “Class Period”), this class action settlement (“Settlement”) affects your rights and you could receive money from the Settlement (an “Individual Settlement Payment”).

- A Settlement has been reached in the above referenced class action lawsuit (“Lawsuit”) against Infinity Energy, Inc. (“Defendant” or “Infinity”) that affects your rights. In summary, the Lawsuit alleges that members of the Class suffered from unlawful employment practices and were deprived of certain rights under the California Labor Code.
- The Court has given preliminary approval to the Settlement. However, the Settlement will not be final, and no Individual Settlement Payments will be made unless and until the Court gives final approval to the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE YOUR MONETARY SHARE OF THE SETTLEMENT	If you do nothing, you will automatically receive your Individual Settlement Payment and will release certain claims against Infinity.
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT	If you submit a request to be excluded from the Settlement no later than 45 days from the date of this Notice , you will receive no Individual Settlement Payment or benefits of the Settlement but will retain any rights you may have against Infinity.

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OBJECT TO THE TERMS OF THE SETTLEMENT

If you do not want to be excluded from the Settlement, but wish to object to the terms of the Settlement, you can submit a written Objection no later than **45 days from the date of this Notice**.

Questions? Read on or visit the Settlement Administration Website at <https://www.simpluris.com>

SUMMARY INFORMATION

1. Why did I receive this Notice?

A Settlement has been reached in the Lawsuit that affects your legal rights. Infinity's records show that you are a member of the Class and may be eligible to receive an Individual Settlement Payment.

2. What is this Lawsuit about?

This Lawsuit alleges Infinity's employment practices violated California law through: (i) "independent contractor" misclassification; (ii) failure to pay training time and/or for meetings; (iii) failure to pay overtime; (iv) failure to provide meal and rest breaks; (v) failure to reimburse business expenses; (vi) failure to pay all commissions due; (vii) any and all claims for the failure to pay wages; (viii) any and all claims for failure to provide accurate or complete itemized wage statements; (ix) any and all claims for failure to timely pay final wages; (x) any and all claims based on advances; (xi) failure to provide a written contract outlining the current method of calculating and/or paying commissions and/or a signed copy thereof; (xii) failure to properly maintain accurate employment records; (xiii) failure to maintain a copy of all documents signed by sales representatives and/or to provide a copy of such documents upon request; (xiv) violation of Business and Professions Code § 17200; and (xv) recovery of penalties under the California Labor Code Private Attorneys General Act of 2004. The specific allegations of the Lawsuit are contained in the First Amended Cross-Complaint.

3. Has the Court decided who is right?

No. The Court has only given preliminary approval to the Settlement and decided that you should get a copy of this Notice. You can review the Settlement and determine whether you want to participate in it, object to it, or exclude yourself (i.e., "Opt-Out") from the Settlement.

4. What is a class action lawsuit and who is involved?

In a class action lawsuit, one or more people called Class Representatives assert claims on behalf of themselves and other similarly situated persons, called "the Class." The Class Representatives in this case are Lukas Jeffery, John Lyman and Louis Cisneros. This case was originally venued in Riverside County Superior Court, as Case No. MVC1907343, and was coordinated under Judicial Council Coordinated Proceeding No. 5139 on July 28, 2021 and transferred to San Diego Superior Court Department C-74, before the Honorable Keri G. Katz.

5. Am I a Class Member?

Yes. You have received this Notice because Infinity's records indicate that you are a member of the Class for some portion of the Class Period. For the avoidance of doubt, the Class does not include time periods in which members of the Class were employed by third party dealers or in positions with Infinity other than as defined in the Class.

6. Why is this Lawsuit being settled?

After exchanging relevant information and documents, evaluating witness testimony, and engaging in settlement negotiations with the assistance of a neutral third-party mediator, the Class Representatives and Infinity have agreed to settle the claims. The Settlement represents a compromise of disputed claims and is not an admission that Infinity violated the law. The Class Representatives and their attorneys believe the Settlement is in the Class's best interest.

7. What does this Settlement provide?

Infinity has agreed to pay **\$3,000,000** to settle the claims in this Lawsuit, to release certain claims against Class Members and

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provide the settlement benefits summarized in this Notice.

8. Who represents the Class Members in the Lawsuit?

In class actions, Class Members are represented by Court-appointed lawyers ("Class Counsel"). In this case, you are represented by:

Jason E. Baker, Esq. - jbaker@keeganbaker.com
John J. Weber, Esq. - jweber@keeganbaker.com
KEEGAN & BAKER, LLP
5820 Oberlin Drive, Suite 205
San Diego, CA 92121
Telephone: (858) 558-9402

Class Counsel are experienced in handling similar cases, and the Court has determined that Class Counsel are qualified to represent all Class Members. Nonetheless, you may hire your own lawyer at your own expense if you wish.

9. Who is the Settlement Administrator?

The Settlement Administrator is a neutral third party appointed by the Court to send this Notice, process and issue Individual Settlement Payments, and otherwise administer the Settlement. You may contact the Settlement Administrator at:

JEFFERY v. INFINITY ENERGY CLASS ACTION SETTLEMENT
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Phone: (888) 369-3780

Dedicated email address for this Settlement infinitysettlement@simpluris.com

MONETARY AND NON-MONETARY TERMS OF THE SETTLEMENT

10. What has Infinity agreed to do?

Infinity has agreed to pay **\$3,000,000** to settle the claims in this Lawsuit (the "Gross Settlement Fund"). Additionally, for all Class Members whose employment ended on or before April 22, 2022 and who do not request to be excluded from the Settlement, Infinity has agreed to waive and release unpaid wage advances and not to seek enforcement of any post-termination employee non-solicitation restrictions.

11. How will the Gross Settlement Fund be allocated?

Subject to final approval of the Court, the Settlement Agreement allocates the Gross Settlement Fund as follows: (a) PAGA Penalties of no more than \$60,000; (b) Settlement Administration costs of approximately \$14,500; (c) Enhancement Awards of no more than \$60,000; (d) costs of litigation of no more than \$25,000; (e) Class Counsel attorneys' fees of no more than 33.33% of the Gross Settlement Fund, which would leave no less than \$1,841,500 for distribution to Verified Settlement Class Members as the Net Settlement Amount.

12. How are Class Members' Individual Settlement Payment(s) determined?

Subject to final approval of the Court, the maximum amount that each Verified Settlement Class Member is entitled to receive from the Net Settlement Amount is determined by comparing the Verified Settlement Class Member's total points earned during the Class Period in California by the total number of points earned by all Verified Settlement Class Members during the Class Period in California. Verified Settlement Class Members earn points during the Class Period as follows:

<u>Points Category</u>	<u>Points Awarded</u>
Work Weeks in a door-to-door sales or door-to-door sales lead generation position	1 point per

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(whether as an employee or independent contractor); plus	
Work Weeks in a door-to-door sales or door-to-door sales lead generation manager position; plus	2 points per
Completed California Installations during the Class Period under your unique badge ID	3 points per

Any time employed selling Infinity products or services for parties other than Infinity, such as third-party dealers, does not qualify for points under this Settlement.

13. How much is my Individual Settlement Payment?

The precise amount is unknown at this time. According to Infinity's records, you earned the following credits during the Class Period towards points under the Settlement:

<u>Points Category</u>	<u>Per Infinity's Records</u>
Work Weeks in a door-to-door sales or door-to-door sales lead generation position (whether as an employee or independent contractor)	<<Work Weeks>>
Work Weeks in a door-to-door sales or door-to-door sales lead generation manager position	<<Manager Work Weeks>>
Completed California Installations during the Class Period under your unique badge ID	<<Completed Installations>>

The points will be used to calculate your respective Individual Settlement Payment. The precise amount of your Individual Settlement Payment is not known until the Settlement is given final approval by the Court. If you wish to dispute Infinity's records, you must notify the Settlement Administrator and provide any supporting evidence in writing no later than **30 days from the date of this Notice**.

14. How are currently employed Class Members effected by the Settlement?

California law prohibits Infinity from discharging you or in any other manner retaliating or discriminating against you because you exercised your right to participate in this Settlement.

15. Are any taxes taken out of the payments?

Yes. Fifty percent (50%) of your award will be classified as back wages, twenty-five percent (25%) as expense reimbursement and twenty-five percent (25%) as interest and penalties, subject to lawful tax withholdings.

16. How will I be paid?

The Settlement Administrator has established numerous ways for you to be paid. Unless you elect to receive your Individual Settlement Payment via ACH, direct deposit or digital payment, you will receive your Individual Settlement Payment by check. Checks will be good for one hundred twenty (120) days. Any Individual Settlement Payment check not cashed after one hundred thirty (130) days shall be void and the funds distributed to the Controller of the State of California to be held pursuant to California's Unclaimed Property Law.

17. Why does the California LWDA receive a portion of the Settlement?

One of the claims in the Lawsuit is that Infinity violated California's Private Attorneys General Act of 2004 ("PAGA"). Under

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PAGA, private citizens are permitted to recover civil penalties for violations of California's Labor Code, seventy-five percent (75%) given to the California Labor and Workforce Development Agency ("LWDA"), with the remainder paid pro-rata to the PAGA Represented Employees (as defined in the Settlement Agreement).

18. What is an "Enhancement Award"?

In class actions, the Court may provide Class Representatives an "Enhancement Award" in recognition of the time, effort, and risks taken in the litigation of the case on behalf of the Class. In this Lawsuit, Class Counsel will apply to the Court for up to a \$20,000 Enhancement Award for each Class Representative Lukas Jeffery, John Lyman and Louis Cisneros. The Court will ultimately determine the amount of the Enhancement Awards.

19. How much will it cost to administer the Settlement?

Class Counsel will apply to the Court for payment to the Settlement Administrator for its fees and costs in administering the Settlement, which is estimated not to exceed \$14,500. The Court will ultimately determine the amount paid to the Settlement Administrator.

20. How will Class Counsel be paid?

Class Members are not personally liable for any fees and costs. As is routine in class action cases, Class Counsel will request an award of attorneys' fees and incurred expenses. These fees and expenses have been incurred as Class Counsel pursued the Lawsuit on behalf of the Class without receiving any compensation for their services or reimbursement of their out-of-pocket expenses. Accordingly, Class Counsel will apply to the Court for (i) attorneys' fees in the amount of up to thirty-three and one-third percent (33 1/3%) of the Gross Settlement Fund; and (ii) incurred litigation expenses, not exceeding \$25,000.

RELEASE OF CLAIMS

21. What claims are being released as part of the Settlement?

Upon final approval of the Settlement by the Court, Class Members who do not request to be excluded will fully release claims, arising during the Class Period, which were alleged or could have been alleged in the Lawsuit based on the facts alleged in support of the class claims against Infinity and other Released Parties in the First Amended Cross-Complaint. When claims are "released" it means that a person covered by the release cannot sue Infinity or the other Released Parties for these claims. The releases are binding upon Class Members who do not submit Opt-Out Requests to the Settlement. Additionally, Infinity has agreed to release claims against formerly employed Class Members who do not submit Opt-Out Requests to the Settlement related to the repayment of advances following termination of employment and for violating any employee post-termination non-solicitation restrictions. These releases from Infinity only benefit Class Members who do not submit Opt-Out Requests to the Settlement.

The full terms of the releases are set forth in Article V of the Settlement Agreement.

YOUR RIGHTS AND OPTIONS

22. How do I participate in the Settlement?

You do not need to do anything to participate in the Settlement. If you are a Class Member and do not request to be excluded from the Settlement, you will automatically receive an Individual Settlement Payment (see Sections 11 -13 above) and release claims against the Released Parties (see Section 21 above) without any further action on your part.

23. How do I request to be excluded from the Settlement?

If you wish to be excluded from the monetary terms and release provisions of the Settlement, you must send a written, personally signed statement to the Settlement Administrator at the address or email set forth above (Section 9) that you wish to be excluded from the Settlement ("Opt-Out Request"). The Opt-Out Request must contain your name, mailing address, email address, telephone number and last 4 digits of your Social Security Number or taxpayer identification number. It must also clearly express your intent to be excluded from the Settlement in this Lawsuit and signed by you. **To be effective, your Opt-Out Request must be postmarked or emailed no later than 45 days from the date of this Notice.** You cannot choose to

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accept or submit an Opt-Out Request to only a portion of the Settlement. If you do not complete and timely send a valid Opt-Out Request, you will be bound by all terms and conditions of the Settlement, including its release of claims.

24. May I object to the Settlement?

If you wish to object to the Settlement in writing, you may do so by sending to the Settlement Administrator at the address or email set forth above (Section 9) with the written factual and legal basis of the objection, with a copy served upon Class Counsel (contact information in Section 8 above) and counsel for Infinity (David Daniels, Esq. ELGUINDY, MEYER & KOEGEL, APC, 2990 Lava Ridge Court, Roseville, California 95661, ddaniels@emklawyers.com). Your written objection must be postmarked or emailed no later than **45 days from the date of this Notice** and must include your name, mailing address, email address, telephone number and last 4 digits of your Social Security number; written factual and legal basis of the objection; and must state whether you intend to appear at the Final Approval Hearing. However, you cannot both object to the Settlement and exclude yourself from (Opt-Out of) the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will not be able to exclude yourself from the Settlement.

THE SETTLEMENT'S FINAL APPROVAL HEARING

25. When will the Court consider whether to grant final approval of the Settlement?

The Court, the Honorable Keri G. Katz Presiding, will hold a Final Approval Hearing in Department C-74 of the California Superior Court for the County of San Diego, located at 330 W. Broadway, San Diego, California 92101, on **October 21, 2022 at 8:30 a.m.**, to decide whether to grant final approval of the Settlement. It is not necessary for you to appear at this hearing. Regardless of whether you submit a written objection, you may appear at the hearing to raise or explain any objection you have to the Settlement.

The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the Lawsuit will continue to be prepared for a class certification hearing, trial, or other judicial resolution. If the Settlement is approved, the Lawsuit will end, and the Gross Settlement Fund will be paid by Infinity and disbursed as set forth in the Settlement Agreement and approved by the Court. However, no money will be paid until after the Settlement is approved and all possibilities of appeal are completed.

FURTHER INFORMATION

26. How do I receive more information?

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, consult the Settlement Agreement and other documents in the case, which can be accessed (i) via the Register of Actions for the California Superior Court for the County of San Diego (<https://roa.sdcourt.ca.gov/roa/>), (ii) by visiting the clerk of the court located at 330 West Broadway, San Diego, California 92101; (iii) contacting the Settlement Administrator, (iv) on the Settlement Administrator's website at <https://www.simpluris.com/case-information> or (iv) by a request to Class Counsel. In the event of any conflict between the terms of the Settlement Agreement and this Notice, the Settlement Agreement shall control.

PLEASE DO NOT TELEPHONE OR OTHERWISE WRITE THE COURT, THE OFFICE OF THE CLERK, DEFENDANT, OR COUNSEL FOR DEFENDANT FOR INFORMATION REGARDING THIS SETTLEMENT.

**ESTE AVISO ESTÁ DISPONIBLE EN ESPAÑOL LLAMANDO AL
888-369-3780**