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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

EDITH RODRIGUEZ, individually, and on behalf of others similarly situated, et al,

Plaintiff,

vs.

DYNAMIC AUTO IMAGES, INC., a corporation; and DOES 1 through 50, inclusive, et al.

Defendants.

Case No. 30-2019-01092692-CU-OE-CXC

[Assigned for all Purposes to the Honorable William Claster, Dept. CX104]

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Class Action and PAGA Settlement Agreement and Stipulation is entered into between Dynamic Auto Images, LLC and Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation) (cumulatively, "Settling Defendants"), Plaintiffs Edith Rodriguez, Jonathan Uribe, Rodolfo Rodriguez, David Hormaechea, and Sebastian Hormaechea ("Named Plaintiffs") in the Action (as defined below).

DEFINITIONS

1. Action. The "Action" means the class and representative action styled *Rodriguez v. Dynamic Auto Images, Inc., et. al,* Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC.

2. Agreement. "Agreement" or "Stipulation" shall refer to the instant Joint Stipulation of Class Action and PAGA Settlement and Release.

3. Class Counsel. "Class Counsel" shall mean Matern Law Group, P.C., including Matthew J. Matern, Mikael H. Stahle, and Irina A. Kirnosova.

4. Class Members, the Class, and Settlement Class Members. "Class Members" shall mean all current and former non-exempt employees of Defendants in the State of California from August 26, 2015 through June 11, 2024, or the date of preliminary approval, whichever is earlier. The "Settlement Class" or "Settlement Class Members" means all Class Members who do not opt out of the Settlement (see paragraphs 20 and 57.d), as well as PAGA Members (see paragraph 23).

5. Class Notice. "Class Notice" means the Notice of Class and Representative Action Settlement, substantially in the form attached hereto as "**Exhibit A**" in both English and Spanish, mutually agreed upon by the Parties and subject to approval by the Court, which shall be sent to the Class and PAGA Members in English and Spanish following preliminary approval and which explains the terms of this Stipulation and the Settlement.

6. Class Period. "Class Period" means the period of time beginning on August 26, 2015 and ending on June 11, 2024, or the date of preliminary approval, whichever is earlier ("Class Period").

7. The Court. The "Court" refers to the Orange County Superior Court or other court or courts that will approve the Action, whether individually or together.

8. Day. "Day" or "days" refers to a calendar day(s) unless otherwise stated. If any designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur on the next business day.

9. Defendants. "Defendants" means Dynamic Auto Images, Inc., Automotive Creations, Inc., Expert Automotive Reconditioning, Inc., Prestige Auto Specialists, Inc., Thomas Miller, Eileen Miller, Tiffany Lace Miller, Corey Adam Miller, Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation), and Dynamic Auto Images, LLC.

10. Effective Date. "Effective Date" of this Agreement means the latest date of the following occurrences: (i) if no Settlement Class Member timely and properly files an objection to the Settlement, then the date the Court enters an Order Granting Final Approval of the Settlement; (ii) if a Settlement Class Member files a timely objection which is not subsequently withdrawn prior to a ruling on final approval of the Settlement, then two days after the expiration of the appeals period; or (iii) in the event that any appeals are filed, then the date on which the appeals are dismissed or otherwise resolved in a manner that upholds the settlement in its entirety. Settling Defendants shall deposit all sums necessary to fund the Settlement no later than 45 calendar days after the Effective Date. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made, the funds shall not be distributed until all challenges are resolved in a manner that upholds the Settlement in its entirety.

11. Response Period. The "Response Period" means the time period commencing on the date the Class Notice is mailed to Class Members via First Class U.S. and ending sixty (60) calendar days later. The last day of the Response Period (i.e., 60 days after the mailing of the Class Notice to Class Members) is the deadline to submit an Opt Out Request or Objection to the Settlement, as set forth herein.

12. Final Judgment. "Final Judgment" means the judgment entered and filed by the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues raised in this Action; (2) finally approves this Agreement and the Settlement and disposes all PAGA issues and claims raised in this Action; and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement (approved Class Counsel's attorneys' fees and costs,

Settlement Payments to Class Members and PAGA Payments to PAGA Members, *etc.*). The Final Judgment will be binding and final upon the parties and on all Settlement Class Members as to all Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

13. Final Settlement Approval Hearing. "Final Settlement Approval Hearing" means the hearing at which the Court shall consider the motion for final approval of this Settlement and determine whether to fully and finally approve the fairness and reasonableness of this Settlement and Agreement.

14. Funding Payments. "Funding Payments" means the payment(s) remitted to the Settlement Administrator ("SA") to be paid by Settling Defendants within 45 days following the Effective Date in full and complete discharge of the entire monetary obligation of Settling Defendants in an amount equal to the GSA (as defined in paragraph 15, below) plus employer-side payroll taxes as reasonably calculated by the SA.

15. Gross Settlement Amount or GSA. "Gross Settlement Amount" or "GSA" means a maximum total payment of Seven Million Three Hundred Thousand Dollars and Zero Cents ($7,300,000.00). The GSA includes (1) individual settlement shares to settlement class members/Named Plaintiffs; (2) Named Plaintiffs' incentive payments; (3) attorney's fees and litigation costs to Class Counsel; (4) the settlement administrator's fees and expenses; (5) payment of PAGA penalties to be paid to the named PAGA claimants; and (6) payment to the State of California s required under PAGA.

16. Last Known Address. "Last Known Address" means the most recently recorded mailing address for a Class Member and/or PAGA Member contained in Settling Defendants' records.

17. Named Plaintiffs. "Named Plaintiffs" means Edith Rodriguez, Jonathan Uribe, Rodolfo Rodriguez, David Hormaechea, and Sebastian Hormaechea.

18. Net Settlement Amount or "NSA". "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less the amounts deducted for Named Plaintiffs' incentive payments, attorney's fees and litigation costs to Class Counsel, the portion of the PAGA penalties payable to the

LWDA, and the Settlement Administration Costs, as more fully discussed in paragraphs 51a through 51e, below.

19. Objection. "Objection" means either: (1) a written objection to the Settlement, which a Settlement Class Member may submit [i.e., it must be postmarked or fax stamped within the Response Period] no later than the last day of the Response Period and in the form specified in paragraph 58, or (2) or a personal appearance, or other appearance permitted by the Court, at the final approval hearing to object to the Settlement,

20. Opt Out Request. "Opt Out Request" means a written request by a Class Member to be excluded from the settlement of the non-PAGA claims. To be valid, an Opt Out Request must: (1) contain the name, address, and telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be postmarked or fax stamped within the Response Period [i.e., within 60 days after mailing date of the Class Notices] and returned to the Settlement Administrator at the specified address or fax number listed in the Class Notice. Class Members may submit such written Opt Outs using the "Opt Out Form" to be enclosed with the Class Notices, substantially in the form attached hereto as **Exhibit B**, in both English and Spanish. (See paragraph 57.d and see **Exhibit "B"**)

21. Order of Final Approval or Order Granting Final Approval of Settlement. "Order of Final Approval" or "Order Granting Final Approval of Settlement" or "Final Approval Order" means the order issued in conjunction with the entry of the Final Judgment to be submitted by the Named Plaintiff together with the Motion for Final Approval of the Settlement for entry and filing by the Court as specified in this Settlement.

22. PAGA Period. "PAGA Period" shall mean August 26, 2018 through June 11, 2024, or the date of preliminary approval.

23. PAGA Member. "PAGA Members" means all current and former non-exempt employees of Defendants in the State of California during the PAGA Period.

24. PAGA Payment and PAGA Member Allocation. Of the Gross Settlement Amount, Two Hundred and Nineteen Thousand Dollars and Zero Cents ($219,000.00) shall be allocated towards penalties for the PAGA claims, seventy five percent (75%) of which ($164,250.00) will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA ($54,750.00) shall

be referred to as the "PAGA Member Allocation" to be distributed to PAGA Members. The PAGA Member Allocation will be divided by the total number of PAGA Workweeks Worked (as defined below) credited to all PAGA Members during the PAGA Period in order to yield the "PAGA Workweek Rate." Each PAGA Member's PAGA Payment amount will then be calculated by multiplying the PAGA Workweek Rate by that individual's respective individual number of PAGA Workweeks Worked during the PAGA Period, which shall be determined based on the records of Settling Defendants.

25. PAGA Workweeks Worked. "PAGA Workweek Worked" means the number of workweeks credited to a PAGA Class Member during the PAGA Period, as determined by Settling Defendants' records.

26. Parties. "Parties" shall mean Named Plaintiffs, individually on behalf of themselves and on behalf of all Class Members and PAGA Members and interests of the LWDA, and Settling Defendants.

27. Preliminary Approval Order. "Preliminary Approval Order" is the Order entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement, including approval of the Parties' Agreement that specifies the content of notice and manner in which notice will be provided to the Class and responded to by the Class, substantially in the form attached hereto as "**Exhibit C**".

28. Released Parties. "Released Parties" means Settling Defendants and their affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.

29. Settlement. "Settlement" shall refer to the agreement of the Parties to settle the claims as set forth and embodied in this Agreement.

30. Settlement Administrator. "Settlement Administrator" or "SA" shall mean CPT Group, Inc. or such other neutral administrator as chosen by the Parties and approved by the Court (see paragraph 55a).

31. Settled Claims. "Settled Claims" means all causes of action and claims, charges, complaints, liens, demands, that were alleged in the Action or reasonably could have been alleged by Named Plaintiffs, and/or Class Members based on the allegations, the facts, statutory citation and/or legal theories contained in the operative complaint, including all of the following claims for relief: claims for missed or unpaid meal periods or rest periods; failure to pay all wages owed (including without limitation, failure to pay the regular rate of pay, overtime pay, double time pay, premium pay or otherwise properly calculate overtime, failure to pay for non-productive time, and/or off-the-clock claims); any claim for failure to properly pay all wages upon termination; any claim for failure to maintain required records; paystub claims; any claim for failure to reimburse business expenses; waiting time penalties; and ~~PAGA penalties and/or~~ unfair competition claims based on the foregoing. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200). "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. "Settled Claims" expressly excludes all claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

32. Settled PAGA Claims. "Settled PAGA Claims" means any and all claims for relief under the PAGA, which Named Plaintiffs or any PAGA Members have had, now have against the Released Parties or any of them, alleged in or arising out of the allegations in the operative complaint in this action or the *R. Rodriguez action* for civil penalties based on the allegations, facts, statutory citation and/or legal theories contained in the operative complaint or the operative complaint in the *R. Rodriguez action*, under California's Private Attorney General Act or PAGA (California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*), including the claims listed in the Action. "Settled PAGA Claims" includes all types of relief available for the above-referenced claims under the PAGA.

33. Settlement Class/Settlement Class Member(s). "Settlement Class Member" means all Class Members who do not submit a timely and valid Opt Out Request and thereby exclude themselves from releasing the Settled Claims.

34. Settlement Payment. "Settlement Payment" means a payment pursuant to a Settlement Class Member's *pro rata* allocation of the NSA as specified in paragraph 51.

35. Settlement Proceeds Distribution Deadline. "Settlement Proceeds Distribution Deadline" means the date that is fourteen (14) calendar days after the Funding Payment has been made by Settling Defendants to the SA based on the schedule explained in paragraph 61 of this Agreement.

36. Settling Defendants. "Settling Defendants" means Dynamic Auto Images, Inc. and Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation).

37. Updated Address. "Updated Address" means a mailing address for a Class Member that was updated by a reasonable address verification measure of the SA or by an updated mailing address provided by the United States Postal Service or a Class Member.

38. Workweek Rate. The "Workweek Rate" for the Settled Claims shall mean the amount yielded from dividing the Net Settlement Amount - less the PAGA Member Allocation - by the total of all Workweeks Worked by all Settlement Class Members during the Class Period.

Each Settlement Class Member's Settlement Payment will be calculated by multiplying his or her respective individual Workweeks Worked during the Class Period by the Workweek Rate. Therefore, the amount of each Settlement Class Member's Individual Settlement Payment is tied to the number of Workweeks Worked by each Settlement Class Member for Defendants in comparison to all Workweeks Worked by all Settlement Class Members during the Class Period.

39. Workweeks Worked. A "Workweek Worked" means the number of calendar workweeks credited to a Class Member during the Class Period, as determined by Settling Defendants' records and as only subject to revision pursuant to this Agreement.

RECITALS

40. On August 26, 2019, plaintiff Edith Rodriguez filed this wage and hour class and representative action against defendant Dynamic Auto Images, Inc ("Dynamic") in Orange County Superior Court. The Complaint alleges causes of action for (1) failure to provide meal periods; (2)

failure to authorize and permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under the Labor Code Private Attorneys General Act ("PAGA"). On June 25, 2020, Plaintiff Edith Rodriguez added in Defendants Expert, Automotive, Prestige, Thomas Miller, Eileen Miller, Tiffany Miller, and Corey Miller as Doe Defendants. On July 8, 2021, Plaintiff filed a First Amended Complaint adding plaintiffs Rodolfo Rodriguez, Jonathan Uribe, Sebastian Hormaechea and David Hormaechea.

41. On December 30, 2020, Rodolfo Rodriguez filed a PAGA Action against Defendants ("*the R. Rodriguez action*").

42. On December 27, 2021, Plaintiffs filed their Motion for Class certification. On July 28, 2023, the Court granted Plaintiffs' Motion for Class Certification.

43. On June 15, 2022, Plaintiffs added in Defendant Dent Wizard International, LLC, formerly known as Dent Wizard International Corporation.

44. Settling Defendants and Class Counsel, on behalf of Named Plaintiffs and the Class Members, attended an initial mediation session with the Honorable Judge Rita Miller on March 13, 2024. At the conclusion of the mediation, the Parties were unable to reach a settlement. However, On March 18, 2024, Judge Miller sent the Parties a mediator's proposal, which both Parties accepted. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA Member.

45. Class Counsel is of the opinion that this Settlement is fair, reasonable, and adequate, and in the best interest of the Class Members and PAGA Members and other relevant interests in light of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of significant delay, the uncertainty and risk of the outcome of further litigation,

the burdens of proof necessary to establish liability, defenses asserted to the merits, including but not limited to the affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class claims and PAGA claims, including class certification, the difficulties in establishing damages and penalties, and the potential appellate issues. While Settling Defendants specifically deny any liability or wrongdoing by them in the Action, Settling Defendants have agreed to enter into this Settlement to avoid the cost and business disruption associated with defending the Action. This Agreement is a compromise of disputed claims. This Agreement, made and entered into by and between the Named Plaintiffs (on behalf of themselves and on behalf of the Class Members and PAGA Members and interests of the LWDA) and Settling Defendants, each with the assistance of their respective counsel or attorneys of record, is intended to fully, finally, and forever settle, compromise and discharge the Settled Claims and Settled PAGA Claims against the Released Parties, subject to the terms and conditions set forth herein.

46. Because the Action is pled as a putative class action, this Settlement must receive preliminary and final approval by the Court. Because the PAGA claim in the Action and the *R. Rodriguez Action* are both pled as a representative PAGA action, this Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.

TERMS AND CONDITIONS OF SETTLEMENT

NOW THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Named Plaintiffs, individually and on behalf of others similarly situated and other allegedly aggrieved employees, on the one hand, and Settling Defendants, on the other hand, agree that the Action shall be, and is finally and fully compromised and settled on the following terms and conditions.

47. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Settling Defendants do not admit, and specifically deny, that they have: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;

breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts or other events associated with it, shall be construed as an admission or concession by Settling Defendants of any such violation(s) or failure(s) to comply with any applicable law by Settling Defendants or any Released Parties. Except as necessary in a proceeding to approve, interpret or enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Settling Defendants or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. In addition, as set forth in paragraph 69, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed in the event the Settlement is not fully and finally approved as set forth herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action, except that the Court may award less than the amounts listed in paragraph 51a through 51e without impacting the validity and enforceability of this Agreement and the Parties will be returned to their respective positions prior to entering this Agreement.

48. Release of Settled Claims. As of the date on which Settling Defendants complete funding of the entire Gross Settlement Amount, Named Plaintiffs and all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Settled Claims against any and all Released Parties arising during the Class Period.

a. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this

Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release and such notice shall have the same force and effect as if the Agreement were executed by each Class Member.

b. Named Plaintiff and Class Counsel represent, covenant, and warrant that they have 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 and discharged, except as set forth herein.

c. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

49. Release of Settled PAGA Claims. As of the date that Settling Defendants complete funding of the entire Gross Settlement Amount, Named Plaintiffs and all PAGA Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims. The Settlement includes a release of all Settled PAGA Claims during the PAGA Period by PAGA Members employed at any time during the PAGA Period.

50. Individual Release of Claims. The Plaintiffs shall generally release in writing in accordance with Civil Code section 1542 Settling Defendants' parents, subsidiaries, successors, members, affiliated entities, directors, officers, and agents from all claims, rights, demands, liabilities, and causes of action, known or unknown, suspected or unsuspected, contained in Plaintiffs complaint and those arising from or related to, the same set of operative facts as set forth in Plaintiffs' complaint, or which could have been brought based on the factual allegations therein. Notwithstanding the foregoing, Named Plaintiffs understand that this release includes unknown claims and that Named Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

51. Settlement Payments and Calculation of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, Settling Defendants agree to make a payment or payments as set forth herein totaling an amount of, but not to exceed, Seven Million, Three Hundred Thousand Dollars and Zero Cents ($7,300,000.00) (i.e., the "GSA"). The GSA shall fully satisfy Settling Defendants' obligations for any and all payments, fees and costs identified in the Agreement, including, but not limited to, any payments to be made to the Named Plaintiffs, Settlement Class Members, PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-pocket litigation expenses and costs, and settlement administration costs. Other than employer-side payroll taxes (which shall be paid separately by Settling Defendants and in addition to the GSA), in no event shall Settling Defendants be required to pay any amounts above the GSA under this Settlement and this Agreement. The Parties agree, subject to Court approval, that the GSA shall be apportioned as follows:

a. Attorneys' Fees. Class Counsel will apply to the Court for an award of attorneys' fees of no more than one-third (1/3) of the GSA of $7,300,000, or Two Million Four-Hundred and Thirty-Three Thousand and Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($2,433,333.33). The attorneys' fees shall come from and be deducted from the GSA and paid out as set forth herein. Settling Defendants will not oppose such application.

b. Attorneys' Costs. Named Plaintiffs and Class Counsel shall request approval of payment in an amount not to exceed One Hundred and Twenty Thousand Dollars ($120,000.00) for actual litigation costs and expenses, which will be deducted from the GSA and paid out as set forth herein. Settling Defendants will not oppose such application. Attorneys' fees as specified in the preceding paragraph and attorneys' costs as specified in this paragraph (i.e., the "Class Counsel Award") shall cover all claimed and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against Settling Defendants for Class Counsel's work, effort or involvement in the Action and in carrying out the Agreement and includes any and all work, effort or involvement to carry out the terms of the Agreement and as may be potentially or actually necessary or advisable to defend the Agreement and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. This specified Class Counsel Award shall be the sole payment for

attorneys' fees and costs and, otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in connection with the Action. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, and the Settlement will remain binding; however, Plaintiffs and Class Counsel do not waive any appellate rights, including but not limited to with respect to the Court's determination as to the Named Plaintiffs Enhancement Award and the Class Counsel Award.

c. Administration Fees and Costs. Class Counsel will also apply to the Court for approval of Settlement Administration costs in an amount not to exceed $25,000.00, which will be deducted from the GSA, to be paid to the SA for the costs of administering the Settlement. Settling Defendants will not oppose such application.

d. Named Plaintiffs' Enhancement Award. Class Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Ten Thousand Dollars ($10,000.00) to be paid to Named Plaintiffs. Defendants will not oppose such applications. The enhancement award is included in, and shall be deducted from, the GSA. In the event that the Court reduces or does not approve the requested Named Plaintiff Enhancement Award, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, and the Settlement will remain binding; however, Plaintiffs and Class Counsel do not waive any appellate rights, including but not limited to with respect to the Court's determination as to the Named Plaintiffs Enhancement Award.

e. PAGA Member Allocation and Payments. Pursuant to California Labor Code Section 2698, *et seq.*, the Parties designate Two Hundred and Nineteen Thousand Dollars and Zero Cents ($219,000.00) of the GSA to resolve any PAGA claims brought by Plaintiffs individually and on behalf of other allegedly aggrieved employees.

i. Settling Defendants shall pay the PAGA penalties to the SA as part of the GSA. Seventy five percent (75%) of the total PAGA penalty amount of $219,000.00, or $164,250.00, will be paid by the SA to the LWDA. The remaining amount (i.e., the "PAGA Member Allocation") will be paid by Settling Defendants to the SA to PAGA Members for the PAGA Settled Claims, as discussed above. In the event the LWDA refuses to accept the above amount in full for all civil penalties to PAGA Members in connection with the civil penalty claims alleged in this Action,

or in the event the LWDA or anyone on its behalf otherwise challenges the above allocation or the Settlement, the Parties shall work in good faith to revise the allocation so that it is accepted.

ii. The PAGA Member Allocation of $54,750.00 shall be paid to PAGA Members by multiplying the PAGA Workweek Rate by each individual PAGA Member's respective number of PAGA Workweeks Worked.

f. NSA. The NSA will be the amount remaining after deducting the Settlement Credit and the amounts specified in paragraphs 51.a through 51.e above.

g. Settlement Payments to Settlement Class Members. Apart from payments to the PAGA Members from the PAGA Member Allocation (as described above), only the following individuals will receive Settlement Payments under the Settlement Agreement for the non-PAGA claims: (1) the Named Plaintiffs and (2) Settlement Class Members. Settlement Payments to Named Plaintiffs and the Settlement Class Members will be calculated as follows:

i. The NSA will be divided by the total Workweeks Worked by all Settlement Class Members during the Class Period as reflected in Settling Defendants' records. All Settlement Class Members shall be paid an amount equal to their individual Workweeks Worked during the Class Period, multiplied by the Workweek Rate, less applicable taxes and withholdings. Each Settlement Class Member's respective number of Workweeks Worked shall be determined by the SA based on data to be provided by Settling Defendants, as may be modified by the resolution of any challenges.

ii. The Parties agree that in no event shall Settling Defendants be obligated to pay more than the GSA, except for the separate payment of employer-side taxes, as provided above.

iii. The Parties acknowledge and agree that the formula used to calculate Workweeks Worked, Individual Settlement Payments, PAGA Workweeks Worked and PAGA Payments does not imply that all of the elements of damages covered by the release are not being taken into account. The above-described formulas were devised as practical and logistical tools to simplify the payment process.

52. No Credit Toward Benefit Plans. The Settlement Payments made to Settlement Class Members and PAGA Payments made to PAGA Members under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members or Class Members or PAGA Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members, Class Members and PAGA Members may be entitled under any benefit plans.

53. Taxation of Settlement Proceeds. All PAGA Payments shall be allocated 100% as penalties, which shall be reported by PAGA Members on an IRS Form 1099. All Settlement Payments to Settlement Class Members shall be paid in a net amount after applicable employee state and federal tax withholdings, including payroll taxes, if any, have been deducted, as follows.

a. The Parties agree that Twenty Percent (20.00%) of each Individual Settlement Payment will be allocated to wages and shall be reported on an IRS form W-2; while Eight Percent (80.00%) of each Individual Settlement Payment shall be allocated as penalties and interest, which portions will be reported by each Settlement Class Member on an IRS Form 1099.

b. The SA shall calculate, withhold from the Settlement Payments and Class Representative Enhancement Award, and remit to applicable governmental agencies sufficient amounts, if any, as may be owed by Settlement Class Members for applicable employee taxes. The SA will issue appropriate tax forms, if required, to each such Settlement Class Member consistent with the foregoing breakdown. The SA shall also calculate and obtain from Settling Defendants and remit to applicable governmental agencies sufficient amounts, if any, as may be owed by employers for the wage portion of the Settlement Payments.

c. All Parties represent that they have not received, and shall not rely on, advice or representations from other parties or their agents, including Class Members and PAGA Members, regarding the tax treatment of payments under federal, state, or local law. In this regard, Settling Defendants make no representations regarding the taxability of the Settlement Payments and PAGA Payments.

d. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to Paragraph 51. Except as provided in Paragraph 51, each Party shall bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Actions. Class Counsel agrees that any allocation of fees between or among each of the Class Counsel or among the Class Counsel and any other attorney that may be representing Named Plaintiffs or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that no provision of this Agreement, and no written or oral communication or disclosure or other representation by Settling Defendants and/or Released Parties is or was intended to be, nor shall be construed or be relied upon as, tax advice, and Named Plaintiff, Class Members and PAGA Members shall not rely on Settling Defendants and/or Released Parties for any tax advice with respect to the Settlement of this Actions.

e. Named Plaintiffs will be issued an IRS Form 1099 for any enhancement award approved by the Court pursuant to Paragraph 51. The enhancement award payable to the Named Plaintiffs shall be in addition to the Settlement Payment and PAGA Payment that they, as applicable, will receive.

54. Provisional Approval of Settlement. Named Plaintiffs shall file a motion in the Action and take all other action to request that the Court enter the Preliminary Approval Order based on the Settlement schedule, subject to Court approval, and:

a. Preliminarily approving the proposed Settlement and this Agreement, including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiffs, PAGA Members, the SA, and the LWDA;

b. Appointing and approving a SA as chosen by the Parties and approved by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA Payment procedures required by this Agreement;

c. Approving the form of the Class Notice mutually agreed by the Parties;

d. Scheduling the Final Settlement Approval Hearing for consideration of Final Approval of this Agreement;

e. Requiring that any Class Members who object to the Settlement Agreement submit any objection to the SA postmarked or fax-stamped by the end of the Response Period or appear in person or by other Court-approved means at the Final Approval Hearing, and that the Parties be given an opportunity to file written responses to any objection(s) with the Court;

f. Approving the procedure for Class Members to submit Opt-Out Requests, and setting a date after which no Class Members shall be allowed to submit Opt-Out Requests; and

g. Approving the procedure for Settlement Class Members to object to the Settlement.

Settling Defendants shall not oppose Class Counsel's motions for Preliminary Approval and Final Approval of the Settlement so long as the motions and supporting papers are consistent with the terms of this Agreement. Class Counsel shall provide Settling Defendants with an opportunity of 5 days to review and provide comments on the motions for preliminary and Final Approval of the Settlement before the motion and supporting papers are filed with the Court. The Parties will meet and confer and agree upon the wording of the settlement packages to be sent to Class Members, as well as the proposed orders for preliminary and Final Approval before filing. Failure of the Court to grant the Preliminary Approval Order will be grounds for the Parties to terminate the Settlement and the terms of the Agreement, except that the Parties must work in good faith to comply with any changes to the Settlement proposed by the Court to the extent the changes are acceptable by both Parties. Should the Court award less than the amounts listed in paragraph subparts 51a through 51d, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, and the Settlement will remain binding; however, the Parties and their respective counsel do not waive any appellate rights, including but not limited to with respect to the Court's determination as to the amounts requested in paragraph subparts 51a through 51d.

55. Notice Procedure.

a. Settlement Administrator. The Parties will select a mutually agreeable third-party Settlement Administrator (or "SA") to distribute the Class Notice and Opt Out forms,

Settlement Payments, PAGA Payments to Class Members and PAGA Members, and to handle the tax reporting and field questions with a toll-free hotline. The SA (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Settling Defendants; (b) not disclose the PII to Class Counsel, Named Plaintiffs, any party or third parties, including agents or subcontractors, without Settling Defendants' consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Settling Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

b. Class Member Data. Within twenty (20) days after filing of the Preliminary Approval Order, Settling Defendants shall provide to the SA a list of Class Members (including PAGA Members) which identifies, for each Class Member/PAGA Member, his/her Social Security number, last-known address, and the dates of employment/workweek numbers and other data to confirm each respective Class Member's number of qualifying Workweeks Worked and PAGA Workweeks Worked ("Class Member Data"). Settling Defendants agree to consult with the SA as required to provide the list in a format reasonably acceptable for the duties of the SA. The SA will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information upon completion of the Settlement Administration process.

56. Class Notice. The SA will send to each Class Member by First-Class U.S. Mail the Class Notice (which includes information on how Class Members may opt out of or Object to the Settlement and a procedure by which a Class Member may challenge the number of Workweeks Worked identified on his/her Class Notice), as well as a copy of the Opt Out Form. Named Plaintiffs will seek approval of language in the Class Notice and the Opt Out Form in the motion for preliminary approval and will seek permission for the Parties in conjunction with the SA to be able to correct immaterial errors on these forms or other mailed materials without approval from the Court, provided the changes do not alter the preliminary approval by the Court.

a. Settlement Administrator Duties. Prior to mailing the Class Notice, the SA will update the addresses for the Class Members and PAGA Members using the National Change of Address database and other available resources deemed suitable by the SA. To the extent this process yields a different address from the one supplied by Settling Defendants ("Updated Address"), that Updated Address shall replace the address supplied by Settling Defendants ("Last Known Address") and be treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings in particular. The Settlement Administrator shall be permitted to provide notices and communicate to the Class and PAGA Members in a format and statement to be provided to the Court, which Named Plaintiffs will submit in conjunction with the Motion for Preliminary Approval and/or motion for Final Approval.

b. Notice Procedure. Within seven (7) calendar days after receipt of the Class Member Data from Settling Defendants, the SA shall send the Class Notice to each Class Member's and PAGA Member's Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

c. Response Period. Class Members will have sixty (60) days from the postmark of the initial mailing of the Class Notice by the SA (i.e., until the last day of the Response Period) to submit by U.S. mail their Opt Out Requests, with proof of date of submission to be the postmark date or fax-stamped date of the completed Opt Out Request. Class Members will also have sixty (60) days to object to the Settlement by submitting a written objection **(see Exhibit B)** to the SA that sets forth the basis of the objection pursuant to paragraph 58, which the SA shall submit to the Parties within 10 days after the end of the Response Period. Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims.

d. SA Follow-up efforts.

i. For any Class Notice returned to the SA before the Response Deadline, the SA shall re-mail the Class Notice by First-Class U.S. mail to a forwarding address within three (3) business days from the date that the Class Notice is returned to the SA. In addition, the SA shall re-mail by First-Class U.S. mail the Class Notice to any Class Member/PAGA Member who

personally provides an updated address to the SA prior to the Response Deadline, within three (3) business days of the Class Member/PAGA Member's request.

ii. In the event that the first mailing of the Class Notice to any Class Member is returned without a forwarding address before the Response Deadline, the SA will immediately perform skip trace(s) if necessary using social security numbers provided by Settling Defendants and National Change of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a second round of mailings of the Class Notice by First-Class U.S. mail within three (3) business days from the date that the Class Notice is returned to the SA. If no new address information is ascertained by means of a skip trace, or if the Class Notice is returned to SA after using an address obtained from a skip trace but prior to the Response Deadline, the SA will perform a manual "in-depth skip trace" to locate a more recent or accurate address. If an Updated Address is identified by this method, the SA will resend the Class Notice to the Updated Address within three (3) days of identifying the Updated Address. Class Members who are sent a re-mailed Class Notice shall have their Response Period extended by a maximum of ten (10) calendar days from the date the Settlement Administrator re-mails the Class Notice, regardless of how many re-mailings occur for such Class Members. However, notwithstanding this paragraph's provisions, no extensions to any Class Member's Response Period shall be extended past five (5) calendar days before the deadline for the filing of a motion for final settlement approval. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Class Notice does not receive the Class Notice, the intended recipient shall nevertheless remain a Settlement Class Member and/or PAGA Member and shall be bound by all terms of the Settlement and the Final Approval Order.

e. Documenting Communications. The SA shall date stamp documents it receives, including Opt Out Requests, Objections, and any correspondence and documents from Class Members/PAGA Members.

f. Settlement Administrator Declaration. At least ten (10) days prior to the filing of the Motion for Final Approval, the SA shall prepare, subject to the input and approval of Class Counsel and Settling Defendants' counsel, a declaration setting forth the due diligence and

proof of mailing of the Class Notices, the results of the SA's mailings, including tracing and re-mailing efforts, and the Class Members' and PAGA Member's responses to those mailing, and provide additional information deemed necessary to seek Court approval of the settlement.

g. SA Written Reports. Each week during the Response Period, the SA shall provide the Parties with a report listing the number of Class Members that submitted Opt Out Requests and Objections. Within seven (7) days of the close of the Response Period, the SA will provide a final report listing the number of Class Members who submitted Opt Out Requests or Objections.

h. SA Calculations of Settlement Payments/PAGA Payments. Within seven (7) days after resolving all challenges made by Settlement Class Members, and following the Final Approval Order, the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be made to Settlement Class Members and all PAGA Payments to be paid to PAGA Members. After receiving the SA's report, Class Counsel and Settling Defendants' counsel shall review the same and shall notify the SA if either counsel does not believe that the calculations are consistent with the Agreement. At least five (5) days prior to the distribution of such payments, the SA shall provide Class Counsel and Settling Defendants' Counsel with a final report listing the amount of all payments to be made to each Settlement Class Member from the NSA and listing the amount of all payments to be made to each PAGA Member from the PAGA Member Allocation. The SA will also provide information that is requested and approved by both Parties regarding its duties and other aspects of the Settlement and that is necessary to carry out the terms of the Settlement.

57. Requirements for Recovery of Settlement Payments.

a. Class Members. No claim form is necessary to participate in the Settlement. Unless a Class Member submits a valid and timely Opt Out Request (as described in paragraphs 20 and 57.d and **Exhibit B**), a Class Member who takes no action will be a Settlement Class Member, bound by the Judgment, and will be entitled to receive a payment from the NSA. All Class Members except for those who timely and validly opt out of the Settlement shall be bound by the release of Settled Claims in this Agreement. All PAGA Members shall be bound by the release of the Settled PAGA Claims in this Agreement. At Settling Defendants' option, checks in payment of

amounts due to Settlement Class Members under the Settlement may contain a brief statement of waiver of Settled Claims as part of the endorsement language.

b. Late Submissions. The SA shall not accept as valid any Opt Out Request postmarked or fax-stamped after the end of the Response Period, absent agreement from both Parties or order of the Court. It shall be presumed that, if an Opt Out Request is not postmarked or fax-stamped on or before the last day of the Response Period, the Class Member did not return the Opt Out Request in a timely manner.

c. Challenges. Class Members/PAGA Members will have the right to dispute the number of Workweeks Worked and/or PAGA Workweeks Worked that are allocated to them, which will be stated in the Class Notice to each respective Class Member/PAGA Member. The following challenge procedure will be established for the Class Member to dispute information on which his/her payment amount is based: Challenges to the number of Workweeks Worked/PAGA Workweeks Worked shall be sent directly to the SA at the address indicated on the Class Notice, postmarked or fax-stamped on or before the last day of the Response Period, and must contain the Class Member's full name, last four digits of his or her social security number, address and telephone number, the correct number of Workweeks Worked and/or PAGA Workweeks Worked that the individual contends to have worked, the signature of the Class Member or his or her legal representative, and any documentary evidence which supports the Class Member's position as to the correct number of Workweeks Worked/PAGA Workweeks Worked by him or her. Settling Defendants shall have the right to respond to the challenge by any Settlement Class Member/PAGA Member. No challenge to the number of Workweeks Worked/PAGA Workweeks Worked will be accepted unless sent by U.S. mail within sixty (60) days from the initial mailing of the Class Notice by the SA, with proof of date of submission to be the postmark or fax-stamped date unless ordered by the Court. The SA will inform Class Counsel and Settling Defendants' Counsel in writing of any timely filed disputes and will determine all such disputes after consulting with the Parties regarding the number of Workweeks Worked/PAGA Workweeks Worked. Disputes will be resolved without hearing by the SA, who will make a decision based on Settling Defendants' records and any documents or other information presented by the parties or the Class Member submitting the dispute. Subject to

Court approval, the SA's determination shall be final and binding without a right of appeal. The SA will inform the Parties of its final dispositions of all such challenges.

d. Opt-Out Procedure. Unless a Class Member timely opts out of the Settlement described in this Agreement **(see Exhibit A)**, he/she shall be bound by the terms and conditions of this Agreement and shall also be bound by the Final Judgment. A Class Member will not be entitled to opt out of the Settlement established by this Agreement unless he or she submits to the SA a request or notice of opting out via U.S. mail postmarked or fax-stamped on or before the expiration of the Response Period. The request must be in writing on an Opt Out Request and include the Class Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the Settlement. As noted above, Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims.

i. Upon receipt of any Opt Out Request within the Response Period, the SA shall review the request to verify the information contained therein, and confirm that the request complies with the requirements of this Agreement.

ii. Any Class Member who fails to submit via U.S. mail a timely, complete and valid Opt Out Request shall be barred from opting out of this Agreement or the Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a request to opt out of the Settlement absent agreement by both Parties or Court order.

iii. Class Members shall be permitted to rescind in writing their request to opt out by submitting a written rescission statement to the SA within the Response Period.

iv. If more than five percent (5%) of the Class Members timely opt out of the Settlement, Settling Defendants shall have the sole and absolute discretion to withdraw from this Agreement within ten (10) days after expiration of the Response Period and written notice from the SA of the final opt out rate. Settling Defendants shall provide written notice of such withdrawal to Class Counsel. In the event that Settling Defendants elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of Settlement, and the Agreement shall become null and void and have no further force or effect, except for paragraphs

76 and 87. In the event that Settling Defendants exercise this option, Settling Defendants will be solely responsible for the Settlement Administrator's costs.

58. Objections to Settlement. Any Settlement Class Member may object to the Settlement. Any such objection may be submitted to the SA in writing on or before the close of the Response Period, or be made in person or by any other manner permitted by the Court at the Final Approval Hearing. For a written objection to be timely and valid, it shall be submitted by the Response Deadline and shall include: (1) the full name of the Settlement Class Member; (2) the address of the Settlement Class Member; (3) the basis for the Settlement Class Member's objection; (4) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; and (5) the contact information of the Settlement Class Member's legal counsel, if he or she is represented by counsel. The Parties shall be permitted to file responses to the Objection in addition to any documents related to the motion for final approval of the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or to appeal from the Order granting final approval and/or Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

59. Final Fairness Hearing, Final Approval and Final Judgment.

a. Entry of Final Judgment. At the Final Approval Hearing, Named Plaintiffs will request, and Settling Defendants will concur in said request, that the Court enter a Final Judgment.

b. Motion. Named Plaintiffs will draft and file a motion for final approval and for approval of any attorneys' fees and costs and enhancement award in conformity with any requirements from the Court and will take other action to request the entry of Final Judgment in accordance with this Agreement. The motion for final approval and corresponding paperwork will be subject to input and approval from Settling Defendants and the proposed judgment finally approving the Settlement shall be subject to the input from and approval by Settling Defendants, provided that Settling Defendants shall have 5 days from receipt to provide such input. Settling Defendants will concur in or not object to said request that the Court enter Final Judgment finally approving this Agreement. In conjunction with the motion for final approval, Class Counsel shall file a declaration

from the SA confirming that the Class Notices were mailed to all Class Members as required by this Agreement, as well as any additional information that counsel for the parties deem appropriate to provide to the Court.

c. Objections. Before and/or at the Final Fairness Hearing, Named Plaintiffs and Settling Defendants, through their counsel of record, may address any written objections from Class Members or any concerns from Class Members who attend the hearing as well as any concerns of the Court.

d. Order. Named Plaintiffs will submit a proposed Order of Final Approval and Final Judgment in a form that is consistent with this Agreement and subject to prior review, revision and approval by Settling Defendants. The Parties shall take all reasonable efforts to secure entry of the Order of Final Approval and Final Judgment. If the Court rejects the Agreement, fails to enter the Order of Final Approval, or fails to enter the Final Judgment, even after good faith efforts by the Parties to meet and confer and remedy where agreement can be reached any perceived deficiencies in the Settlement, this Agreement shall be void *ab initio*, and Settling Defendants shall have no obligation to make any payments under the Agreement, except for payments to the SA for services performed up to that time. The Named Plaintiffs will submit a proposed Order of Final Approval subject to the review and approval of Settling Defendants that will contain provisions:

i. Wherein the Court enters Final Judgment, finding that this Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

ii. Affirms that each side will bear its own costs and fees (including attorneys' fees), except as provided by the Agreement, and that Settling Defendants shall not be required to pay any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no event any amount above the GSA, except for employer-side taxes;

iii. That finds that the Settlement Administration process as carried out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied the requirements of law and due process;

iv. That notes the number of objections receives and overrules them.

v. That approves the settlement of PAGA Claims consistent with the Settlement;

vi. That retains Court jurisdiction after entry of judgment to oversee administration and enforcement of the terms of the Agreement; and

vii. That requires the Parties to carry out the provisions of this Agreement.

60. Post-Final Approval Requirements and Procedures. Following entry of the Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

a. Should an appeal be taken from the Final Approval of the Settlement, all Parties will support the Order of Final Approval and Final Judgment on appeal;

b. The Parties will assist the SA as needed or requested in the process of identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

c. Class Counsel will assist the SA as needed or requested in completing the distribution of any uncashed checks as directed by the Court; and

d. Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

61. Payment of Settlement. Settling Defendants will deposit the Funding Payment into an account established by the SA within 45 days of the Effective Date, as defined above. The remittance of the Funding Payment to the SA shall constitute full and complete discharge of the entire monetary obligation of Settling Defendants under this Agreement. No Released Party shall have any further monetary obligation or liability to Class Counsel, Named Plaintiffs, or Settlement Class Members/PAGA Members under this Agreement after receipt by the SA of the complete Funding Payment.

a. The Parties agree that the Funding Payment will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby designated as the "Administrator" of the qualified Settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes imposed on the gross income of that settlement fund and any tax-related expenses arising from any income tax returns or other reporting documents that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Funding Payment by the SA.

b. The distribution of Settlement Payments to Settlement Class Members shall occur no later than the Settlement Proceeds Distribution Deadline. Each check to a Class Member shall include the amounts attributable to that individual's Individual Settlement Payment (i.e., for the Settled Claims) in addition to his or her PAGA Payment, if applicable. The SA shall be deemed to have timely distributed Settlement Payments if it places said payment in the mail (First-Class U.S.) on or before the Settlement Proceeds Distribution Deadline. If the SA receives notice from Settlement Class Members that they have not received such Settlement Payments due to changes of address or other circumstances, the SA shall be deemed to have timely distributed those Settlement Payments if (after satisfying itself that the amounts have not been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery by other reasonable methods requested by such Settlement Class Members, provided that any and all requests for re-mailing shall be actually received and acknowledged by the SA before the 180-day deadline referenced in paragraphs 62 and 63 or will be deemed ineffective, and have no effect and the original mailed amount shall be deemed timely distribution of the Settlement Payment. No person shall have any claim against the SA, Settling Defendants, Class Counsel, Settling Defendants' counsel, or any other agent designated by Named Plaintiffs or Settling Defendants based upon the distribution of Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

c. The distribution of the Class Counsel Award and the Named Plaintiffs' enhancement award shall occur no later than the Settlement Proceeds Distribution Deadline. Under

no circumstances shall the foregoing payments be made prior to the distribution of Settlement Payments to Settlement Class Members/PAGA Members.

d. Upon Settling Defendants' transfer of the Funding Payment and employer-side taxes to the SA, Settling Defendants, the Released Parties, and Settling Defendants' counsel shall have no further monetary liability or financial responsibility to Class Counsel or to any vendors or third parties employed by the Named Plaintiffs or Class Counsel in connection with the Action.

e. Settling Defendants shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement, as set forth above.

62. Settlement Class Members who are sent Settlement Payments, and/or PAGA Members who are sent checks for PAGA Payments, shall have one hundred eighty (180) days after mailing by the SA to cash their settlement checks.

63. If Settlement Class Members/PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing shall, subject to Court approval, be distributed *cy pres* to Safe Place for Youth (www.safeplaceforyouth.org). In the event of such a distribution, the Settlement Administrator will cancel the tax documents associated with those uncashed checks, and the Parties will submit to the Court a revised Judgment that states the final disposition of all amounts under this Settlement, including that amount of all uncashed checks and any accrued interest, in compliance with California Code of Civil Procedure § 384. The Settlement Administrator shall not transmit any funds to the *cy pres* recipients until the Parties have provided the Settlement Administrator a revised Judgment approving the final distribution of all Settlement funds, including the aggregate amount of unclaimed funds and accrued interest, if any, to be transmitted to the *cy pres* recipients. Any revised Judgment shall require that all unclaimed funds and any accrued interest shall be distributed to the *cy pres* recipients so that no additional funds from this Settlement remain in the custody of the Settlement Administrator. In such event, those Settlement Class Members will be deemed to have waived irrevocably any right in or claim to a

Settlement Payment. Settlement Class Members/PAGA Members who fail to negotiate their check(s) in a timely fashion shall, like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment. The parties agree that, under this distribution and check cashing procedure, no portion of the GSA shall revert to Settling Defendants or result in an unpaid residue.

64. The SA shall keep Class Counsel and Settling Defendants' counsel apprised of all distributions from the GSA. Upon completion of administration of the Settlement, the SA shall provide written certification of such completion to the Court, Class Counsel and Settling Defendants' Counsel.

65. Binding Effect of Agreement on Settlement Class Members and PAGA Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall be bound by this Agreement, and Final Judgment shall be entered in the Action. As set forth more fully in paragraph 69, if the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all documents setting out its terms shall be inadmissible in further litigation of this Actions or any other case.

66. Non-Interference with Opt Out Procedure. The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit Opt Out Requests or objections to the Settlement or to appeal from the Final Judgment.

67. Waiver of Appeal. Subject to preliminary and Final Approval of this Settlement, all Class Members, except those Class Members who make timely and valid objections pursuant to the terms of this Agreement, expressly waive the right to appeal. As noted above, in the event that the Court reduces or does not approve the requested Named Plaintiffs Enhancement Award or Class Counsel Award, Named Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding; however, Named Plaintiffs and Class Counsel do not waive any appellate rights, including but not limited to with respect to the Court's determination as to these payments.

68. Preliminary Timeline for Completion of Settlement. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections

below. This schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the Class and PAGA Members, and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the Settlement procedures as expeditiously as reasonably practicable.

a. Preliminary Approval Hearing as permitted by the Court;

b. Settling Defendants to provide information described in paragraph 55b (name, address, dates of employment, etc.) no later than twenty (20) days after filing of the Preliminary Approval Order;

c. The SA to mail the Class Notice by U.S. First Class mail to Class Members and PAGA Members within fourteen (14) days after receipt from Settling Defendants of the information described in the preceding subparagraph;

d. The SA to conduct trace/search efforts and send a follow up mailing, no later than ten (10) days after initial mailing, to individuals whose Class Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated;

e. Opt Out Requests and Objections to the Settlement must be mailed to the SA and postmarked or faxed and fax-stamped no later than sixty (60) days after the date of initial mailing of the Class Notice;

f. The SA will provide to the Parties, and to the Court as directed by the Parties, information regarding Opt Out Requests and written objections or statements of intention to object to the Settlement received from Class Members within seven (7) days of the close of the Response Period;

g. Class Counsel will file a timely motion for final approval of the Settlement and a separate application for award of attorneys' fees and costs and an enhancement award to the Named Plaintiffs by the date set by the Court, or if no date is set, at least sixteen (16) court days prior to the scheduled Final Approval Hearing date;

h. The Parties will request a Final Approval Hearing before the Court within a reasonable time after the close of the Response Period, or as soon thereafter as the Court will

hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment, Settling Defendants shall remit the Funding Payment to the SA.

i. Settlement Payments to Settlement Class Members, including the Named Plaintiff, payments to Class Counsel for the Class Counsel Award, the enhancement award to Named Plaintiff, and payment to the LWDA shall be made by the SA on or before the Settlement Proceeds Distribution Deadlines by mailing of checks by First Class U.S. mail or by wire (as to the Class Counsel Award only).

69. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Actions, as if the Parties had never entered into this Agreement, except as to paragraphs 76 and 87. In addition, in such event, the Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Actions or otherwise in any other proceeding.

70. No Injunctive Relief. The Parties agree that the Settlement does not include injunctive relief against Defendants or the Released Parties.

71. Confidentiality and Non-Disparagement.

a. Parties and their counsel will keep the Settlement confidential, through the Court's order granting Plaintiffs' Motion for Preliminary Approval, but the Parties will be able to disclose to the Court, when and as necessary before preliminary approval, that they have reached an agreement in principle, subject to completion of a final Agreement and Court approval.

b. Following the Court's order granting the Parties' Motion for Preliminary Approval, the Parties and their counsel agree to make no comments to the media or otherwise publicize the terms of the settlement on any social media or websites, except that Class Counsel may post on its firm website: "The Firm settled a class action with an automobile service business for $7,300,000." This shall not restrict Class Counsel from responding to inquires posed by

Class Members. Further, Class Counsel may include the case name, number, and settlement information in declarations setting out their qualifications as class counsel.

c. Named Plaintiffs and Class Counsel agree to maintain the confidentiality of any documents produced, formally or informally, during the course of the Actions. Named Plaintiffs and Class Counsel agree to return to Defendants' counsel or destroy, at their option, any information designated as confidential during the course of the Action, including but not limited to any information and/or documents provided to Class Counsel for purposes of mediation.

d. Defendants shall direct all inquiries by Class Members to the SA, which shall provide general information about the lawsuit, including responding to questions about the lawsuit, by providing neutral information about the agreement consistent with the Agreement.

e. Nothing in this Agreement shall restrict Settling Defendants' ability to use in any way this Agreement, and the terms included herein, in any action seeking indemnification, from any person or entity (including, but not limited to, any other Defendants), relating to or arising out of this Agreement and/or the facts and circumstances giving rise to this Action.

72. Nothing herein shall preclude the Settling Defendants, or any of their respective affiliates, from seeking indemnification, from any other person or entity (including, but not limited to, any other Defendants), relating to or arising out of this Agreement and/or the facts and circumstances giving rise to this Action.

73. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and provisions in ¶¶ 1 through 39 and ¶¶ 47 through 89 of this Agreement are not mere recitals, but are deemed to constitute contractual terms. The Court may allocate less to the Named Plaintiffs, Class Counsel, and/or the LWDA than indicated in paragraph 51 without impacting the validity and enforceability of the Agreement, provided, however, that neither Named Plaintiffs nor Class Counsel waive any appellate rights with respect to the Court's determination as to these payments. The Court may allocate less to the SA than indicated in paragraph 51 provided the actual amount spent by the SA is less than the maximum set forth in that Paragraph. Without limiting the generality of the foregoing, if this Agreement is terminated for failure to satisfy any material terms or material conditions of this Agreement:

a. Defendants shall not be obligated to create or maintain any type of settlement fund, and shall not be obligated to make any Settlement Payment to any Class Member, PAGA Member and/or any payment to Class Counsel or to the Named Plaintiffs.

b. The Agreement and all negotiations, Court orders and proceedings relating thereto shall be without prejudice to the rights of the Named Plaintiffs, PAGA Members, Class Members, and Defendants, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Actions or any other litigation;

c. Defendants will not have waived, and instead expressly reserves, its right to challenge the continuing propriety of class certification for any purpose; and

d. To the extent one exists, the Preliminary Approval Order shall be vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any way for any purpose in connection with any further proceedings in this Action or any related action, including class certification proceedings.

74. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-Class U.S. mail to the attorneys listed in the caption above and the SA, with additional copies to be sent via electronic mail.

75. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing statement signed by counsel for the Parties or their successors in interest. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

76. Ongoing Cooperation. Named Plaintiffs and Settling Defendants, and each of their respective counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and proper to effectuate and implement the terms of this Agreement, including but not limited to drafting and submitting the Motions for Preliminary and Final Approval, and defending the

Agreement and Final Judgment against objections and appeals. Plaintiffs shall, as necessary, properly and completely take all steps, including but not limited to submitting any required documents to the Labor Workforce Development Agency and take any other actions necessary to resolve the Released PAGA Claims pursuant to this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein.

77. Tolling of Statute. The Parties stipulate and agree, pursuant to California Code of Civil Procedure section 583.330(a), to extend the time within which the Actions must be brought to trial pursuant to Code of Civil Procedure sections 583.310 through 583.360, by that period of time from March 26, 2024 to the later of March 26, 2025 or the date of Final Approval, and that said period of time shall not be included in the computation of the five-year period specified in the Code of Civil Procedure section 583.310.

78. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have 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 and discharged except as set forth herein.

79. Binding on Successors. This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives, including the Released Parties.

80. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement between Named Plaintiffs and the Class Members/PAGA Members on the one hand, and Settling Defendants and Released Parties on the other hand, with respect to the Settlement of the Actions and the Settled Claims against the Released Parties, including Defendants. This Agreement supersedes any and all prior oral or written understandings, agreements and arrangements between the Parties with respect to the Settlement of the Actions and the Settled Claims against the Released Parties. Except those set forth and included expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the Settlement of the Actions and the Settled Claims/Settled PAGA Claims

against the Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

81. Execution in Counterparts. This Agreement may be signed in one or more counterparts. A facsimile, scanned shall be treated as an original signature for all purposes. All executed copies of this Agreement, and photocopies thereof (including facsimile or email copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original. Parties shall execute this Agreement with "wet" signatures.

82. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

83. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

84. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and Rule 3.769, Cal. Rules of Court, for purposes of interpreting and enforcing the terms of this Agreement.

85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

86. Warranties and Representations. With respect to themselves, each of the Parties to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Agreement

and have duly authorized the execution, delivery and performance of this Agreement, and (b) the person executing this Agreement has the full right, power and authority to enter into this Agreement on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Agreement, except that the Parties understand that the Named Plaintiffs and Class Counsel only have the power to bind Class Members to the extent this Agreement is approved by the Court.

87. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry by the Court of the Final Judgment, Settling Defendants, through the SA, may distribute funds to Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by this Agreement.

88. Interim Stay of Action. The Parties agree to stay and to request that the Court stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement and enter the Final Approval Order. The Parties further agree that pursuant to Code of Civil Procedure § 583.330(a), the five-year period specified in Code of Civil Procedure § 583.310 shall be tolled for the time period from August 26, 2019 until the date of Final Approval or upon written notice from either party of an intent to resume litigation, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.31, ending on the earlier of the Effective Date of this Stipulation or the date of a final order denying approval of this Stipulation. Plaintiffs agree that for this Paragraph 87 to apply and be of any force, Plaintiffs will: (1) file the Motion for Preliminary Approval of Class Action Settlement within thirty (30) days of the parties' execution of this Agreement; and (2) file the Motion for Final Approval within thirty (30) days of receipt of the SA's declaration. In the event that either of the aforementioned events does not occur, the five-year deadline will be tolled up until the date on which Plaintiff breaches the respective aforementioned deadline(s).

89. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel to sign this Agreement and further agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and of no force or effect.

IT IS SO AGREED:

Dated: _____, 2024

Edith Rodriguez
Named Plaintiff/Class and PAGA Representative

Rodolfo Rodriguez (Nov 7, 2024 13:45 PST)

Dated: November 07, 2024

Rodolpho Rodriguez
Named Plaintiff/Class and PAGA Representative

Dated: March 20, 2025

Jonathan Uribe
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

Sebastian Hormaechea
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

David Hormaechea
Named Plaintiff/Class and PAGA Representative

Dated: 11/6/2024, 2024

Dynamic Auto Images, LLC

By: CHRISTOPHER F. CARIÑO
Its: DIRECTOR, LEGAL SERVICES

89. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel to sign this Agreement and further agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and of no force or effect.

IT IS SO AGREED:

Dated: _____, 2024

Edith Rodriguez
Named Plaintiff/Class and PAGA Representative

Dated: November 07, 2024

Rodolfo Rodriguez (Nov 7, 2024 13:45 PST)

Rodolpho Rodriguez
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

Jonathan Uribe
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

Sebastian Hormaechea
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

David Hormaechea
Named Plaintiff/Class and PAGA Representative

Dated: 11/6/2024, 2024

Dynamic Auto Images, LLC

By: CHRISTOPHER F. CARIÑO
Its: DIRECTOR, LEGAL SERVICES

89. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel to sign this Agreement and further agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and of no force or effect.

IT IS SO AGREED:

Dated: _____, 2024

Edith Rodriguez
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

Rodolpho Rodriguez
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

Jonathan Uribe
Named Plaintiff/Class and PAGA Representative

Dated: November 07, 2024

Sebastian Hormaechea (Nov 7, 2024 14:03 PST)
Sebastian Hormaechea
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

David Hormaechea
Named Plaintiff/Class and PAGA Representative

Dated: 11/6/2024, 2024

Dynamic Auto Images, LLC

By: CHRISTOPHER F. CARIÑO
Its: DIRECTOR, LEGAL SERVICES

89. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel to sign this Agreement and further agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and of no force or effect.

IT IS SO AGREED:

Dated: _____, 2024

Edith Rodriguez
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

Rodolpho Rodriguez
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

Jonathan Uribe
Named Plaintiff/Class and PAGA Representative

Dated: _____, 2024

Sebastian Hormaechea
Named Plaintiff/Class and PAGA Representative

Dated: November 07, 2024

david hormaechea
david hormaechea (Nov 7, 2024 14:03 PST)
David Hormaechea
Named Plaintiff/Class and PAGA Representative

Dated: 11/6/2024, 2024

Dynamic Auto Images, LLC

By: CHRISTOPHER F. CARIÑO
Its: DIRECTOR, LEGAL SERVICES

Dated: 11/6/2024, 2024

Dent Wizard International, LLC

By: CHRISTOPHER E. CARIÑO
Its: DIRECTOR, LEGAL SERVICES

APPROVED AS TO FORM:

Dated: _____, 2024

MATERN LAW GROUP, PC

Matthew J. Matern
Mikael H. Stahle
Irina A. Kirnosova
Attorneys for Plaintiffs and the Settlement Class

Dated: 11/6, 2024

CARLSBAD LAW GROUP, LLP

JL Sean Slattery
David P. Hall
Attorneys for Defendants: Dynamic Auto Images, Inc., Automotive Creations, Inc., Expert Automotive Reconditioning, Inc., Prestige Auto Specialists, Inc., Tiffany Miller, Corey Miller, Thomas Miller and Eileen Miller

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Orange County Superior Court
Rodriguez v. Dynamic Auto Images, Inc., et al.
Case No. 30-2019-01092692-CU-OE-CXC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

A settlement in the above-referenced action may affect your rights if you worked as a non-exempt employee for Dynamic Auto Images, Inc., Automotive Creations, Inc., Expert Automotive Reconditioning, Inc., Prestige Auto Specialists, Inc., Thomas Miller, Eileen Miller, Tiffany Lace Miller, Corey Adam Miller, Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation), and/or Dynamic Auto Images, LLC ("Defendants") in the state of California during the period of August 26, 2015 through June 11, 2024 ("Class Period").

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

WHY SHOULD YOU READ THIS NOTICE?

You received this Notice because the records of Dynamic Auto Images, LLC and Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation) ("Settling Defendants") reflect that you worked for Settling Defendants as a current or former non-exempt employee in California between August 26, 2015 and June 11, 2024, and therefore, you may be a Class Member in a pending class action styled *Rodriguez v. Dynamic Auto Images, Inc. et. al.,* Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC (the "Action"). "Class Member" means any current or former non-exempt employee of Defendants in the State of California during the period of August 26, 2015 through June 11, 2024. Excluded from this definition are any persons who were employed by Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation) and not employed by any of the other Defendants during the Class Period.

The purpose of this Notice of Class Action Settlement ("Notice") is to describe the Action and the Settlement, and to inform you of your rights and options in connection with the Settlement. This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

A hearing will be held to determine whether the Settlement is fair, reasonable, and adequate ("Final Approval Hearing"). The Final Approval Hearing will be held on [DATE] at [TIME] before the Honorable William Claster in Department CX104 of the Orange County Superior Court, located at the Central Justice Center, at 751 W. Santa Ana Blvd., Santa Ana, California 92701.

As a Class Member, you are eligible to receive a payment under the Settlement. You will be bound by a release of certain claims described in this Notice unless you timely submit an Opt-Out Form or other written request for exclusion, as described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will remain a Settlement Class Member and you will be eligible to receive a payment under the Settlement for the release of class claims. You also will give up rights to pursue a separate legal action against Defendants for the claims alleged in the Action, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You have the option to pursue separate legal action against Defendants regarding the claims alleged in the Action and to forego the benefits to which you would be entitled as a Settlement Class Member. If you choose to do so, you may exclude yourself from the settlement of class claims by completing and timely submitting an Opt-Out Form as described herein, fax-stamped or postmarked by no later than [**Response Deadline**]**.** Notwithstanding the foregoing, there is no exclusion procedure (i.e., no ability to exclude yourself) with respect to the settlement of claims asserted in the Action under the California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq*. ("PAGA") for the period of August 26, 2018 through June 11, 2024 ("PAGA Period"). Even if you request exclusion from the Settlement, you will receive a payment related to the PAGA claim(s) ("PAGA Payment"), and upon approval of the Settlement, you will be deemed to have released the PAGA claims asserted in the Action.
HOW TO OBJECT	To object to the Settlement, you may timely mail a written Notice of Objection to the Settlement Administrator postmarked by **[Response Deadline]**, or you may appear at the final approval hearing to state your objection orally. This option is only available if you do not exclude yourself from, i.e., opt out of, the Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was filed on August 26, 2019 by Plaintiff Edith Rodriguez, as amended on July 8, 2021 to add Plaintiffs Rodolfo Rodriguez, Jonathan Uribe, Sebastian Hormaechea, and David Hormaechea ("Plaintiffs"), individually and on behalf of all other similarly situated current and former employees of Defendants Dynamic Auto Images, Inc., Automotive Creations, Inc., Expert Automotive Reconditioning, Inc., Prestige Auto Specialists, Inc., Thomas Miller, Eileen Miller, Tiffany Lace Miller, Corey Adam Miller, Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation), and Dynamic Auto Images, LLC ("Defendants"). In the Action, Plaintiffs assert class claims against Defendants for: (1) failure to provide required meal periods, (2) failure to provide required rest breaks, (3) failure to pay overtime wages, (4) failure to pay minimum wages, (5) failure to pay all wages due to discharged and quitting employees, (6) failure to maintain required records, (7) failure to furnish accurate itemized wage statements, (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties, (9) unfair and unlawful business practices; and (10) a representative action claim for civil penalties under the California Private Attorneys General Act. Plaintiffs seek to recover various damages and costs and penalties, including unpaid wages, restitution (including under California Business and Professions Code section 17200 *et seq.*), interest, penalties (including under PAGA), and attorneys' fees and costs. On December 30, 2020, Plaintiff Rodolfo Rodriguez separately filed a PAGA Action against Defendants ("*the R. Rodriguez action*"). On

December 27, 2021, Plaintiffs filed their Motion for Class Certification, which the Court granted on July 28, 2023. The Parties subsequently engaged in settlement discussions and reached this Settlement.

The Court has not ruled on the merits of Plaintiffs' remaining claims or Defendants' defenses to those claims. This Settlement is a compromise reached after good faith, arms' length negotiations between Plaintiffs and Settling Defendants (collectively, the "Parties"). Settling Defendants deny each and all of the claims and contentions alleged by Plaintiffs. Settling Defendants believe strongly that they have multiple valid defenses to the claims and that their employees have been properly paid and treated in accordance with the law. Absent the Settlement, Settling Defendants would vigorously contest the lawsuit. By agreeing to this Settlement, Settling Defendants are not admitting that they have any liability. Plaintiffs believe that they would prevail on the claims that are subject to the Settlement.

After engaging in formal and informal discovery, a private mediation before an experienced mediator and Judge, Hon. Judge Rita Miller, and follow up negotiations, the Parties agreed to the proposed Settlement, which was preliminarily approved by the court in the Action ("Court") on _____.

All Parties agree that, in light of the risks and expenses associated with continued litigation, the Settlement is fair, adequate, and reasonable. Plaintiffs and Class Counsel also believe that the Settlement is in the best interests of all Class Members.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons called "Class Representatives" sue on behalf of other people who have similar claims. The Class Representative(s) and all of the people whose claims are being pursued in the case are called the "Class" or "Class Members." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class in the Action includes all current and former non-exempt employees of Defendants in the State of California from August 26, 2015 through June 11, 2024 (referred to as the "Class Members"). Excluded from this definition are any persons who were employed by Dent Wizard International, LLC (formerly known as Dent Wizard Corporation) and not employed by any of the other Defendants during the Class Period. Class Members who do not opt out of the settlement of class claims are referred to as "Settlement Class Members," as further discussed below.

DO I HAVE A LAWYER IN THIS CASE?

On [PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the Settlement. On that date, the Court also preliminarily approved the law firm of Matern Law Group, PC ("Class Counsel"), to serve as counsel for Plaintiffs and the Class. Class Counsel's contact information is as follows:

MATERN LAW GROUP, PC
Matthew J. Matern
Mikael H. Stahle
Irina A. Kirnosova
2101 E. El Segundo Blvd., Suite 403

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Subject to approval of the Court, the Settlement provides that Defendants will pay a total "Gross Settlement Amount" of Seven Million Three Hundred-Thousand Dollars and Zero Cents ($7,300,000.00) for claims asserted in the Action.

The Gross Settlement Amount includes the following payments:

- Service Payment: Each of the Plaintiffs will seek a service award in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00);
- Attorneys' Fees to Class Counsel: Counsel for Plaintiffs ("Class Counsel") will seek attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount, or Two Million Four-Hundred and Thirty-Three Thousand and Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($2,433,333.33);
- Reimbursement of Litigation Costs and Expenses: Class Counsel will seek reimbursement of litigation costs and expenses incurred in the Action in an amount not to exceed One Hundred and Twenty Thousand Dollars and Zero Cents ($120,000.00);
- Settlement Administration Costs: The Gross Settlement includes an allocation for the Settlement Administration Costs in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00), which pays for tasks such as mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted Opt-Out forms, among other tasks;
- PAGA Penalty Payment: Two Hundred and Nineteen Thousand Dollars and Zero Cents ($219,000.00) of the Gross Settlement Amount will be allocated towards the settlement of claims under the California Labor Code Section 2698 *et seq.,* known as the Private Attorney General Act or "PAGA." Pursuant to the PAGA, 75% of the total PAGA Penalty Amount (or $164,250.00) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining 25% of the PAGA Penalty Payment (or $54,750.00) will be distributed among Class Members employed during the period of August 26, 2018 through June 11, 2024 (the "PAGA Period") ("PAGA Members") on a *pro rata* basis, based on each individual's respective number of workweeks worked during the PAGA Period.

The "Net Settlement Amount" means the Gross Settlement Amount, less the Court-approved amounts for attorneys' fees and costs to Class Counsel, service award payments to the Plaintiffs as Class Representatives, Settlement Administration Costs, and the PAGA Penalty Payment (which will be distributed to the LWDA and PAGA Members as discussed above).

Each Class Member who does not submit a timely and valid Opt-Out Form to request exclusion from the Settlement will be deemed a "Settlement Class Member" and will receive a share of the Net Settlement Amount ("Individual Settlement Payment"). The amount of each Settlement Class Member's Individual Settlement Payment will be calculated *pro rata* based on each Class Member's respective number of workweeks worked for Defendants during the Class Period.

For tax purposes, Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages subject to withholdings and eighty percent (80 %) as statutory and civil penalties. Separately, PAGA Payments to PAGA Members (for their respective share of the PAGA Penalty Amount, as discussed above) will be allocated 100% as penalties.

The Gross Settlement Amount does not include the employer's share of payroll taxes on portions of the Individual Settlement Awards to Settlement Class Members that are allocated as wages, which will be paid separately by Settling Defendants.

None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Your estimated Workweeks, Individual Settlement Payment and/or Individual PAGA Payment are Listed Below:

- **Your estimated Workweeks worked for one or more Defendants other than Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation) during the Class Period are: _____ workweeks**
- **Your estimated Workweeks worked for one or more Defendants other than Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation) during the PAGA Penalty Period are: _____ workweeks**
- **Your estimated Individual Settlement Payment is: $_____.**
- **Your estimated Individual PAGA Payment is: $_____.**

Disputes: If you disagree with the number of Workweeks attributed to you during the Class Period and/or the PAGA Period as listed above, you must submit your dispute to the Settlement Administrator by mail, postmarked no later than [last day of Response Period], at the following address: [Address]. Any such written dispute must contain your full name, the last four digits of your social security number, your address, your telephone number, the correct number of Workweeks you contend to have worked during the Class Period and/or PAGA Penalty Period, your signature, and any documentary evidence which supports your position as to the correct number of Workweeks worked by you. Any such disputes will be resolved by the Settlement Administrator.

WHAT AM I RELEASING UNDER THE SETTLEMENT?

Upon the date that Settling Defendants transmit the Gross Settlement Amount to the Settlement Administrator, Plaintiffs and all Class Members who have not timely excluded themselves from the settlement of class claims will be deemed to have released Defendants and their affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them (the "Released Parties") from Settled Claims, as defined immediately below.

"Settled Claims" means "Settled Claims" means all causes of action and claims, charges, complaints, liens, demands that were alleged in the Action or reasonably could have been alleged based on the allegations, the facts, statutory citation and/or legal theories contained in the operative complaint, including all of the following claims for relief: claims for missed or unpaid meal periods or rest periods; failure to pay all wages owed (including without limitation, failure to pay the regular rate of pay, overtime pay, double time pay, premium pay or otherwise properly calculate overtime, failure to pay for non-productive time, and/or off-the-clock claims); any claim for failure to properly pay all wages upon termination; any claim for failure to maintain required records; paystub claims; any claim for failure to reimburse business expenses; waiting time penalties; and unfair competition claims based on the foregoing. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, California's Business and Professions Code section 17200 or under California's Private Attorney General Act). "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. "Settled Claims" expressly excludes all claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

The PAGA settlement will release any civil penalties, fees, costs and other amounts for the same claims under the PAGA.

In addition, upon the date that Settling Defendants transmit the Gross Settlement Amount to the Settlement Administrator, Plaintiffs and all PAGA Members (including any PAGA Members who have submitted an Opt-Out Form) will be deemed to have released the Released Parties from any and all claims for relief under the PAGA alleged in or arising out of the allegations in the operative complaint or in the operative complaint in the *R. Rodriguez action*.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT?

If you wish to participate in the settlement of class claims and receive an Individual Settlement Payment, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Payment will be mailed to the address on file.

The Settlement Administrator will mail Individual Settlement Payments to Settlement Class Members, and PAGA Payments to eligible PAGA Members, following final approval of the Settlement.

Once the Settlement Administrator mails you your Individual Settlement Payment and/or PAGA Payment, you will have One Hundred and Eighty (180) calendar days from the date of mailing to cash your settlement check(s). If you do not cash your check(s) within that period, your check(s) will become void and a stop payment will be placed on the uncashed check(s). Settlement checks that are not cashed within 180 days of mailing shall be delivered to the California State Controller's Unclaimed Property Fund.

Neither the Parties nor their counsel offer tax advice regarding this Settlement. You may consider

contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Payment. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendants or any other Released Party.

WHAT IF I DO NOT WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement the class claims; however, there is no option to be excluded from the settlement of the PAGA claims. To request to be excluded from the settlement of class claims, you must fill out, sign, and submit the Opt Out Form enclosed with this Class Notice to the Settlement Administrator, by mail or by facsimile, at the following address or facsimile number: [address] [fax].

To be valid, the Opt-Out Form must be sent to the Settlement Administrator and must be postmarked or fax-stamped by no later than **[Response Deadline].** In addition, the Opt-Out form must be completed and must include your name, address, signature, date of signature, and a statement that you wish to "opt out" of the Settlement of Class Claims. As noted above, Opt-Out Forms do not apply to the settlement of the PAGA Claims and will not exclude PAGA Members from the release of the settled PAGA Claims.

Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, and you will be barred from pursuing the Settled Claims.

If you timely request to be excluded from the Settlement of class claims, you will not be entitled to receive any payment under the Settlement other than related to the PAGA. Class Counsel will not represent your interests if you request to be excluded from the Settlement.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, a Class Member who has not requested to be excluded from the Settlement) may object to the Settlement. To object, you may either appear at the final approval hearing to state your objection orally, or you may mail a written statement of objection ("Notice of Objection") to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: Settlement Administrator, P.O. Box _____, [City], [State] [Zip]. If you choose to submit your objection in writing, the written Notice of Objection must include: (1) your full name, (2) your address, (3) the basis for your objection; (4) a statement of whether you intend to appear at the Final Approval Hearing; and (5) the contact information of the your legal counsel, if you represented by counsel. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

You may, but you are not required to, appear at the hearing wherein the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). Your objection will be received by the Court so long as you submit a written objection as set forth below or appear at the Final Approval Hearing. The Final Approval Hearing is scheduled to take place on _____, 2026, at ____ a.m. in Department CX101 of the Orange County Superior Court, located at the Central Justice Center, at 751 W. Santa Ana Blvd., Santa Ana, California 92701. The hearing may be continued (i.e., moved to another date) without further notice to you. You can confirm the hearing date by following the instructions for accessing the Court's online docket, which are described below.

Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Payment and will be barred from pursuing the Settled Claims. Do not submit both an objection and an Opt-Out Form. If you submit both an Opt-Out Form and an objection, you will be excluded from the class settlement and the objection will not be considered.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

Any Class Member who submits a timely and valid Opt-Out Form will have no further role in the settlement of the class claims in the action, will not be entitled to any benefit as a result of the settlement of class claims in the action, and will not be entitled or permitted to assert an objection to the Settlement. As noted above, however, there is no exclusion option for PAGA Members, who will receive a PAGA Payment and be bound by the release of PAGA claims regardless of whether or not they submit an Opt-Out Form.

WHAT IS THE NEXT STEP IN THE SETTLEMENT?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the service award to the Class Representative, and the settlement administration costs on [DATE] at [TIME] on _____, 2026, at ____ a.m. in Department CX101 of the Orange County Superior Court, located at the Central Justice Center, at 751 W. Santa Ana Blvd., Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice to Class Members. You can confirm the hearing date by following the instructions for accessing the Court's online docket, which are described below. You are not required to attend the Final Approval Hearing, but you may do so at your own expense.

HOW CAN I GET FURTHER INFORMATION?

This Notice summarizes the Action and the basic terms of the Settlement. More details are contained in the Settlement Agreement, the pleadings, and other records in this matter, all of which are on file with the Court. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Orange County Superior Court, located at 700 Civic Center Drive West, Santa Ana, California 92701. In addition, you may access records and information related to the Action via the Orange County Superior Court's website at https://www.occourts.org/online-services/case-access/ by clicking "Access Now" next to "Civil Case & Document Access," accepting the terms presented, typing in "30-2019-01092692" for "Case Number" and "2019" for "Year Filed," and clicking "Search."

Any questions regarding this Notice should be directed to Class Counsel, whose contact information is listed on page 3 of this Notice. For more information, you may also call the Settlement Administrator toll-free at [Telephone Number].

WHAT SHOULD I DO IF MY ADDRESS CHANGES?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Telephone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT B

OPT-OUT FORM

Superior Court of the State of California, County of Orange
***Rodriguez v. Dynamic Auto Images, Inc., et al.*, Case No. 30-2019-01092692-CU-OE-CXC**

If you want to receive an individual settlement payment, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement, unless you are a PAGA Member, and your portion of the Net Settlement Amount will be distributed to the other participating Class Members; (2) you will not be able to object to the Settlement; and (3) you will not be bound by the Settlement with respect to the Released Class Claims if the Settlement is ultimately approved by the Court.

To be excluded from the Settlement, complete this Opt-Out Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Class Member Exclusion Deadline], email it to the Settlement Administrator at ClassMemberQuestions@cptgroup.com no later than [Class Member Exclusion Deadline], or fax it to the Settlement Administrator at (949) 419-3446 no later than [Class Member Exclusion Deadline].

Rodriguez v. Dynamic Auto Images, Inc., et al.
Class Action & PAGA Settlement
c/o CPT Group, Inc.,
50 Corporate Park Irvine, CA 92606
Email: ClassMemberQuestions@cptgroup.com
Telephone: (877) 705-5021
Fax: (949) 419-3446

Opt-Out Certification

I hereby certify that was employed by Dynamic Auto Images, Inc., Automotive Creations, Inc., Expert Automotive Reconditioning, Inc., Prestige Auto Specialists, Inc., Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation), and/or Dynamic Auto Images, LLC as a non-exempt employee in California for some period of time during the Class Period of August 26, 2015 through June 11, 2024.

I have received the Court Approved Notice of Class Action Settlement ("Notice") and I request to be excluded from the Settlement. I understand that by submitting this Opt-Out Form, I will not receive any money or other benefits under the Settlement, unless I am a PAGA Member, and I will not be bound by the Settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____ Date: _____

Street Address: _____

City, State, Zip Code: _____

Signature of Class Member (or Legal Representative): _____