SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter “Settlement Agreement”) is made and entered upon the date of full execution by and between Plant Prefab, Inc. (“Plant Prefab”) and Deep Bhattacharya (“Bhattacharya”, or collectively, “Defendants”) on the one hand; and Elizabeth S. Turner (“Plaintiff”), on the other hand. Defendants and Plaintiff are referred to herein collectively as the “Parties” and each of the Parties is, from time to time, referred to herein as a “Party.”

RECITALS

This Settlement Agreement is made with respect to the following facts. WHEREAS:

A. on or about August 7, 2020, Plaintiff filed a putative class action complaint in the Superior Court of the State of California, County of San Bernardino (herein, the “Court”) entitled *Elizabeth S. Turner, on behalf of herself and all others similarly situated v. Plant Prefab, Inc., et. at,* Case No. CIVDS2017517, pursuing claims for violations of California’s wage and hour laws and Unfair Competition Law;

B. on or about March 12, 2021, Plaintiff filed her First Amended Complaint (“FAC”) that added causes of action for civil penalties pursuant to Labor Code § 2698, et seq. (“PAGA”) (herein, the “Action”);

C. on or about September 21, 2021, the Parties mediated the Action before Hon. Carl West. The Parties reached an agreement, which would resolve the claims within the release discussed herein on a class-wide and representative basis, subject to the Parties entering into more comprehensive written settlement agreement and Court approval of the settlement; and

D. Defendants deny liability of Plaintiff’s claims and contentions, and deny that Defendants or any of their agents engaged in any unlawful or improper conduct with respect to Plaintiff or any putative class member, including on a class-wide basis, and deny any liability on these claims;

NOW, THEREFORE, the Parties desire to settle, compromise, and avoid any further litigation relating to the events or facts giving rise, or related to, the contentions described in any of the pleadings in this action, and have agreed to settle the Action by agreement, subject to approval by the Court upon the terms and conditions and for the consideration set forth in this Settlement Agreement.

I. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

A. “Class Counsel” means:

David D. Bibiyan
Sara Ehsani-Nia
BIBIYAN LAW GROUP, P.C.

8484 Wilshire Blvd. Suite 500
Beverly Hills, CA 90211
Telephone: (310) 438-5555

B. "Class Counsel Attorneys' Fees" means the amount to be paid to Class Counsel for attorneys' fees, in an amount not to exceed 35% of the Settlement Proceeds (which shall total $140,000 unless the escalation clause that appears at Section II(A)(2) is triggered).

C. "Class Information" means information regarding Settlement Class Members that Defendant Plant Prefab shall in good faith compile from their records and shall transmit in electronic form to the Settlement Administrator and shall include each Settlement Class Members' full name; last known address; Social Security number; and number of workweeks in which the Settlement Class Member worked for Defendant Plant Prefab during the Class Period in California as an hourly-paid, non-exempt employee, and number of workweeks in which the PAGA Members worked for Defendant Plant Prefab during the PAGA Period in California as a non-exempt, hourly-paid employee. Due to the systems in place during the Class Period, it would be incredibly burdensome for Defendant Plant Prefab to determine the precise number of weeks worked by each Class Member. As such, the Parties have agreed to calculate workweeks for purposes of this settlement based on Settlement Class Members hire and termination date (if any), less any weeks during which Defendant Plant Prefab's records show a Settlement Class Member did not perform work for at least one shift. The Class Information shall be kept confidential and shall not be provided to or shared with Class Counsel or Plaintiff.

D. "Class Period" means August 7, 2016 through December 6, 2021.

E. "Counsel for Defendant(s)" means:

Ashley Farrell Pickett
Matthew J. Weber
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
Telephone (310) 586-7700

F. "Court" means the Superior Court of the State of California, County of San Bernardino.

G. "Effective Date" means the latter of: (1)if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (2) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61^{st}) calendar day after the date of the Final Order and Judgment, provided no appeal is initiated by a Class Member; or (3) if a notice of appeal is filed, the date upon which all appellate and/or other proceedings resulting from the notice of appeal have been finally terminated in such a manner as to permit the Final Order and Judgment to take effect in the form described herein.

H. "Employer's Share of Payroll Taxes" means Plant Prefab's portion of payroll taxes, including, but not limited to FICU and FUTA, on the portion of the Settlement Payments that constitutes wages, to the extent required by law. Employer's Share of Payroll Taxes will be paid by Defendant Plant Prefab and will not be paid out of the Settlement Proceeds.

I. "Final Fairness and Approval Hearing" is the final hearing at which the Court will consider whether this Settlement Agreement is fair, adequate, and reasonable.

J. "Final Order and Judgment" means the Order and Judgment to be entered by the Court upon granting final approval of the Settlement as binding upon the Parties and Settlement Class Members.

K. "Incentive Award" means the amount to be paid to Plaintiff as an incentive award pursuant to Section II of this Settlement Agreement subject to the Court's approval, and which shall not exceed $7,500.

L. "Litigation Costs" means the amount to be paid to Class Counsel for litigation costs pursuant to Section II of this Settlement Agreement subject to the Court's approval.

M. "LWDA" means the California Labor and Workforce Development Agency.

N. "Net Settlement Amount" means the Settlement Proceeds less Court approved deductions for Class Counsel Attorneys' Fees, Litigation Costs, Incentive Award, Settlement Administration Costs, and the PAGA Penalties to be paid to the LWDA and PAGA Members.

O. "Notice" means a document substantially in the form of the Notice attached as Exhibit 1 which has been agreed to by the Parties, subject to Court's approval, and which the Settlement Administrator will mail to each Settlement Class Member explaining the terms of the Settlement, their respective workweeks worked in California for Plant Prefab as a non-exempt, hourly-paid employee, their estimated share of the Net Settlement Amount, their estimated share of PAGA Penalties (if they are PAGA Members), and the opt-out and objection procedures.

P. "Notice of Objection" means a Settlement Class Member's timely and valid written objection to the Settlement as set forth in Section II(G)(2) below.

Q. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*.

R. "PAGA Allocation" means the $20,000 of the Settlement Proceeds being allocated to PAGA penalties. The PAGA Allocation shall be split between PAGA Members, who will receive 25% and the LWDA, which will receive 75%.

S. “PAGA Members” or “PAGA Class” means all current and former non-exempt, hourly-paid employees of Defendant Plant Prefab within the State of California during the PAGA Period.

T. “PAGA Period” means August 7, 2019 through December 6, 2021.

U. “Participating Class Members” means those Settlement Class Members who have not timely opted out pursuant to Section II.

V. “Parties” means Plaintiff and Defendants, collectively.

W. “Preliminary Approval Date” means the date upon which the Court enters an Order preliminarily approving this Settlement Agreement and authorizing the mailing of the Notice by the Settlement Administrator.

X. “Released Claims” means any and all claims, rights, demands, damages, liabilities, and causes of action, contingent or vested, in law or in equity, including without limitation alleged violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), arising at any time during the Class Period for the claims brought by Plaintiff in the Action or that could have been brought against Released Parties in the Action based on the facts and theories alleged by Plaintiff in the Action, including but not limited to the following claims: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide Meal Breaks or correctly pay meal break premiums; (4) failure to provide Rest Breaks or correctly pay rest break premiums; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages during employment; and (8) unfair and/or unlawful business practices. For PAGA Members, Released Claims shall also include all claims for civil penalties that are alleged or reasonably could have been alleged, arising from the facts and theories alleged in the operative complaint and/or Plaintiff’s August 6, 2020 PAGA Notice (LWDA-CM-801649-20) during the PAGA Period (“PAGA Released Claims”).

Y. “Released Parties” means Defendant Plant Prefab together with its past and present parents, subsidiaries, divisions, partners and affiliates, and their respective past and present stockholders, officers, directors, employees including managers, attorneys and insurers, as well as any other persons or entities who are alleged or could have been alleged to have been involved in the conduct alleged, or sought to be alleged, at any time in the Action, Defendant Bhattacharya, and Barrett Business Services, Inc. (“BBSI”).

Z. “Releasors” means all members of the Settlement Class, as well as their successors, assigns, heirs, executors, trustees, and administrators.

AA. “Request for Exclusion” means a timely and valid written request by a Settlement Class Member to opt out of, or exclude oneself from, the Settlement as set forth in Section II(G)(1) below.

BB. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may submit a Notice of Objection or Request for Exclusion as set forth in Section II(G).

CC. "Settlement Administration Costs" means all fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement Agreement including, but not limited to (i) preparing, issuing and/or monitoring reports, filings, and notices (including the cost of printing and mailing all Notices and other documents to the Settlement Class) required to be prepared in the course of administering the Settlement Proceeds; (ii) processing Notices of Objection and Requests for Exclusion; (iii) computing the amount of and distributing the Settlement Payments, Class Counsel Attorneys' Fees, Litigation Costs, Incentive Award, PAGA payment to the LWDA, and any other payments to be made out of the Settlement; and (iv) preparing and filing all tax returns and information returns and any other filings required by any governmental taxing authority or agency arising out of this settlement, and which shall not exceed $7,500.00.

DD. "Settlement Administrator" means the ILYM Group, Inc., which shall be the settlement administration firm mutually selected by the Parties and approved by the Court, which the Parties have agreed will be responsible for administration of the settlement pursuant to the terms set forth in this Settlement Agreement.

EE. "Settlement Agreement" means this settlement agreement, including the attached Exhibits.

FF. "Settlement Checks" means the checks that will be issued to each Participating Class Member pursuant to the procedure set forth in Section II, each of which will include the following language: "By cashing this check, I am acknowledging that I have released all claims described in the Notice of Class Action Settlement for Case No. CIVDS2017517 ("Action"), including all claims I may have under the FLSA related to or arising out of the facts asserted in the Action."

GG. "Settlement Class Members" or "Settlement Class" means all current and former employees of Defendant Plant Prefab within the State of California during the Class Period who worked as non-exempt, hourly-paid employees.

HH. "Settlement Class Member" means an individual member of the Settlement Class.

II. "Settlement Payment" means the amount to be paid to each Participating Class Member and PAGA Member.

JJ. "Settlement Period" means August 7, 2016 through December 6, 2021.

KK. "Settlement Proceeds" is $400,000.00 and, represents the total and maximum amount that Defendant Plant Prefab will be required to pay pursuant to this Settlement Agreement (unless escalated pursuant to Section II(A)(2)), which shall be inclusive of all Settlement Payments to Participating Class Members, Class Counsel Attorneys' Fees, Litigation Costs, Incentive Award, Administration Costs, and PAGA Allocation, to be divided between the PAGA Members (25%) and LWDA (75%).

LL. "Workweeks" means the number of weeks a Settlement Class Member or PAGA Member was employed in California for Defendant Plant Prefab as a non-exempt, hourly-paid employee, based on Settlement Class Members' or PAGA Members' hire and termination date (if any) and the pertinent Class Period and PAGA Period, by Plant Prefab, less any weeks that Defendant's records show a Settlement Class Member or PAGA Member did not perform work for at least one shift.

II. SETTLEMENT APPROVAL AND PAYMENT PROCEDURES.

A. Settlement Proceeds.

1. Defendant Plant Prefab will pay a gross amount of $400,000.00 in settlement of the Action (subject to Section II(A)(2) below). The Settlement Proceeds consist of the following estimated payments: (i) up to $7,500 for Settlement Administration Costs; (ii) up to $7,500 for Incentive Award to Plaintiff, as approved by the Court; (iii) up to 35% of Settlement Proceeds (unless escalated, $140,000) for Class Counsel Attorneys' Fees as approved by the Court; (iv) up to $25,000 for Litigation Costs as approved by the Court; (v) $20,000 for the PAGA Allocation; (vi) individual Settlement payments made to Settlement Class Members and PAGA Members (allocated pursuant to Section II(C)). In no event will any funds from the Settlement Proceeds revert to Defendants, or any of them.

2. The Parties agree that the settlement is based on an estimate of 9,000 workweeks at-issue. In the event the number of workweeks worked increases by more than 10% (900 workweeks), the Net Settlement Amount shall increase proportionally by the number of workweeks in excess of 9,900 multiplied by the workweek value (i.e., Net Settlement Amount divided by 9,000 workweeks). Thus, for examples, should there be a 1% increase in workweeks, beyond the 10% threshold, in the class period, then the Net Settlement Amount shall be increased by 1%.

3. It shall be an opt-out class, except that PAGA Members shall receive their portion of the PAGA penalties regardless of their decision to opt-out of the class settlement.

B. Retention of Settlement Administrator and Provision of Class Information.

1. Not later than five (5) business days after the Preliminary Approval Date, the parties will retain the Settlement Administrator to: (1) perform a National Change of Address ("NCOA") search of the Class List prior to

the initial mailing; (2) translate the Notice into Spanish; (3) distribute the Notice to all Settlement Class Members in both English and Spanish; (4) receive, analyze for validity, and forward to the Court, Class Counsel and Counsel for Defendants requests to "opt-out" of the Settlement or "object" to the Settlement; (5) distribute Notices of Preliminary Approval of Class Action Settlement and Claim Forms; (6) identify persons who validly and timely opt-out; (7) be available to Settlement Class Members, Counsel for Defendants and Class Counsel to answer inquiries; (8) determine the Settlement Payment to each Participating Class Member; (9) prepare a final list of Participating Class Members and Settlement Payments; (10) distribute Settlement Payments to Participating Class Members upon final approval; (11) deposit the value of any unclaimed funds to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in San Bernardino County; and (12) perform other, customary duties of a Settlement Administrator in a settled class action. The Court-appointed Settlement Administrator will be experienced and qualified in the administration of class action monetary settlement distribution. The Settlement Administrator will establish an address and telephone number to receive Settlement Class Members' inquiries about the Notice and settlement procedures. All Settlement Administration Costs will be included within the maximum $7,500 for Settlement Administration Costs.

2. Defendant Plant Prefab will provide the Class Information to the Settlement Administrator within seven (7) calendar days of the Preliminary Approval Date. The Class Information shall be maintained as confidential, and not disclosed to Plaintiff or Class Counsel.

C. **Settlement Formula and Distribution.**

1. The Net Settlement Amount shall be allocated among Participating Class Members on a pro rata basis and shall be calculated and distributed as follows.

2. First, Defendant Plant Prefab will use its employment records to calculate the number of Workweeks worked by each Participating Class Member and/or PAGA Member as a non-exempt, hourly-paid employee of Plant Prefab in California during the Class Period and PAGA Period.

3. Second, the total of these Workweeks for each Participating Class Member will then be divided by the total Workweeks by all Participating Class Members to create a "Final Percentage" for each Participating Class Member.

4. Third, that Final Percentage for each Participating Class Member will then be multiplied by the Net Settlement Amount to determine the Participating Class Member's pro rata recovery under this Settlement.

5. For purposes of this Settlement, the Parties recognize and agree that the total PAGA Allocation is $20,000. The PAGA Allocation shall be split as follows: $15,000 to be paid to the California Labor and Workforce Development Agency in settlement of all claims made in the Action pursuant to PAGA, and $5,000 to be paid to PAGA Members, and split following the same procedure as the Net Settlement Amount described above.

D. **Request for Preliminary Approval and Certification.**

1. Upon execution of this Settlement Agreement by all Parties, Plaintiff will move the Court to grant preliminary approval of the Settlement Agreement and for preliminary certification, for settlement purposes only, of the Settlement Class. By that request, Plaintiff will ask the Court to issue orders granting preliminary approval of the Settlement Agreement, granting certification the Settlement Class for settlement purposes only, approving the Notice attached as <u>Exhibit</u> 1 to this Agreement, and setting a Final Fairness and Approval Hearing no earlier than ninety (90) calendar days after the Preliminary Approval Date or on such date as the Court deems appropriate (herein "Preliminary Approval Order"). Plaintiff's submission will include such pleadings and evidence as may be required for the Court to determine that this Settlement Agreement is fair, adequate, and reasonable and that it constitutes a "good faith settlement."

2. Upon, or prior to, the filing of the motion for preliminary approval, Class Counsel also will submit the Settlement Agreement to the LWDA and perform all necessary actions set forth in Cal. Labor Code section 2698, *et seq*. Class Counsel shall submit to the Court evidence of providing such notice to the LWDA.

3. The Parties and their counsel agree that if this Settlement Agreement is not finally approved by the Court or if any Party elects to withdraw from the Settlement Agreement as permitted by this Agreement, provisional certification of any Settlement Class will be vacated without prejudice to the Parties' respective positions on the issues of class certification, and that this agreement cannot and will not be used or submitted as evidence that class certification on the merits of these claims is or would be appropriate. In such event, Defendants will have the right to object to class certification of the Action on all available bases as if the Settlement Agreement had never been negotiated or executed.

E. **Settlement Administrator's Mailing of Notice.**

1. Within ten (10) calendar days of receipt of the Class Information from Defendant Plant Prefab, and using the Class Information provided to it by Defendant Plant Prefab, having updated that list through the National Change of Address Database and along with any updated information provided by Defendant Plant Prefab and/or Class Counsel concerning

Settlement Class Members' addresses, the Settlement Administrator will send by first-class United States mail to the last known address for each member of the Settlement Class a Notice in the form of the "Notice of Class Action Settlement" attached as Exhibit 1.

2. The individualized estimated Settlement Payment amount set forth in the Notice sent to each Settlement Class Member shall be calculated by the methods set forth above.

3. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to locate the Settlement Class Members through reasonable and customary efforts used in the administration of such settlements, including checking the National Change of Address database and performing a skip trace. Any Settlement Class Member to whom a new Notice is sent after the initial Notice was returned as undeliverable shall have his/her Response Deadline extended an additional fifteen (15) calendar days ("Revised Response Deadline").

4. Costs of printing and mailing the Notice, including the cost of re-mailing such notices and forms returned as undeliverable that include a forwarding address, will be included within the maximum $7,500 for Settlement Administration Costs.

5. Compliance with the procedures described in this Section II shall constitute due and sufficient notice to Settlement Class Members of this Settlement, and the Final Fairness and Approval Hearing shall satisfy the requirements of due process, and nothing else shall be required of Plaintiff, Class Counsel, Defendants, Counsel for Defendants, or the Settlement Administrator to provide notice of the Settlement and the Final Fairness and Approval Hearing in the Action.

F. **Settlement Class Members' Response to Settlement Proceed Calculations.**

The Notice shall explain that any Settlement Class Member who disputes the information shown on his or her Notice regarding the Workweeks he or she worked during the Class Period and/or PAGA Period may submit a written dispute to the Settlement Administrator within forty-five (45) calendar days of the mailing of the Notice. Any such Settlement Class Member may submit any documentation relating to his or her dispute along with the written dispute. The Settlement Administrator shall notify Counsel for Defendants and Class Counsel of any such dispute no later than five (5) calendar days after receiving notice of the dispute. The Settlement Administrator may confer with Counsel for Defendants and Class Counsel in an attempt to resolve any issues raised by Settlement Class Members relating to Settlement Payment amounts, and may request that Defendants review any materials submitted by the Settlement Class Member, as well as Plant Prefab's personnel or payroll records regarding a Settlement Class Member's Settlement Payment. Defendants and Class Counsel may review and evaluate any such materials and, after review and evaluation of such materials, determine whether to modify, adjust or correct its personnel and payroll records. However, Plant Prefab's personnel and payroll records and its interpretation of those records shall be presumptively correct and shall control in resolving any issue or dispute unless written proof otherwise is provided by Settlement Class Members to support their workweek dispute.

G. **Exclusion and Objection Procedures.**

1. Requests for Exclusion.

a. The Notice shall explain that Settlement Class Members who wish to exclude themselves from the Settlement must submit a valid Request for Exclusion to the Settlement Administrator by the Response Deadline (or, the Revised Response Deadline, as applicable). The Request for Exclusion must include sufficient information to allow the Settlement Administrator to discern the identity of the Settlement Class Member and his/her desire to be excluded, including: (1) the name, address, and telephone number of the person requesting exclusion; (2) be signed by the Settlement Class Member; and (3) be postmarked by the Response Deadline (or Revised Response Deadline, as applicable) and delivered to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Counsel for Defendants and the Court, the date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used by the Settlement Administrator to determine whether a Settlement Class Member has timely requested exclusion from the Settlement. Any Settlement Class Member who timely and properly requests to be excluded from the Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the terms of the Settlement and shall not have any right to object to the Settlement or appeal from the entry of the Judgment. Settlement Class Members who do not submit a valid and timely Request for Exclusion as set forth above shall be bound by all terms of the Settlement and the Judgment entered in this Action if the Settlement is finally approved by the Court. However, whether or not a Settlement Class Member submits a valid Request or Exclusion, he or she shall remain bound by the PAGA Released Claims if he or she is a PAGA Member.

b. Plaintiff as class representative will receive the right to seek an incentive award, and, by signing this agreement, is deemed to be a Participating Class Member and waives any ability to opt out of the Settlement. The Parties and their counsel recognize that Plaintiff's waiver of any right to opt out of the Settlement is a material term of this Settlement Agreement.

2. Objections to Settlement.

a. The Notice shall explain that any Participating Class Member who wishes to object to the Settlement should do so in writing. Written objections shall be provided to the Settlement

Administrator with a postmark deadline of the Response Deadline (or Revised Response Deadline, as applicable). The Settlement Administrator shall therein forward copies of the written objection to Class Counsel and Defendants' Counsel. The Settlement Administrator shall file with the Court, no later than nine (9) court days before the Final Fairness Hearing, any written objections. All written objections must include sufficient information to allow the Settlement Administrator to discern the identity of the Settlement Class Member and his/her desire to object, including: (1) state with particularity the basis therefor; (2) contain the name, address, and telephone number of the person objecting; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline (or the Revised Response Deadline, as applicable) and delivered to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Counsel for Defendants and the Court, the date of the postmark on the envelope containing the objection shall be the exclusive means used by the Settlement Administrator to determine whether a Settlement Class Member has timely objected in writing to the Settlement. Further, if any objector intends to appear at the Final Fairness and Approval Hearing whether in person or through counsel, he or she should include Notice of that fact and state the purpose for his or her appearance in his or her objection.

b. Any Settlement Class Member who fails to submit a valid and timely written objection shall still be permitted to appear at the Final Fairness Hearing to object and/or comment on the Settlement.

c. Class Counsel and Counsel for Defendants will file any responses to any Notices of Objection at least five (5) court days before the Final Fairness and Approval Hearing.

H. **Settlement Administrator's Record Keeping and Reporting Obligations Prior To Final Approval.**

1. As soon as practicable following the Response Deadline, and in all events no later than five (5) calendar days after the Revised Response Deadline, the Settlement Administrator will provide Class Counsel and Counsel for Defendants with a declaration attesting to completion of the notice process set forth in this Section II, including an explanation of efforts to re-send undeliverable notices returned with forwarding addresses, which declaration will be filed with the Court via the Parties' Motion for Final Approval of Class Action Settlement.

2. The Settlement Administrator will stamp the date received, and if received by United States First Class Mail, also retain the postmark date, on the

original of any Request for Exclusion it receives. Each week from the time notice is mailed until the Response Deadline, the Settlement Administrator will (a) provide a report to Class Counsel and Counsel for Defendants concerning receipt of (i) Requests for Exclusion, (ii) Notices of Objection; (iii) disputes; and (iv) returned mail, and (b) provide copies of the Requests for Exclusion and/or Notice(s) of Objection it has received to Class Counsel and Counsel for Defendants by both email and overnight delivery.

3. Within ten (10) calendar days after the Response Deadline or Revised Response Deadline (if applicable), the Settlement Administrator shall (a) telephone both Class Counsel and Counsel for Defendants regarding the total number of Requests for Exclusion; (b) send a final list of all Requests for Exclusion to Class Counsel and Counsel for Defendants by email; and (c) serve copies of all Requests for Exclusion and the envelopes accompanying the Requests for Exclusion by mail on Class Counsel and Counsel for Defendants.

I. **Election to Withdraw from the Settlement.**

1. If more than six percent (6%) of the individuals within the definition of the Settlement Class collectively validly and timely request exclusion from the Action and/or Settlement, Defendants shall have the option, in their sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety, whereupon the Settlement Agreement shall be null and void for any and all purposes. If Defendants elect to exercise their rights under this provision, it will so notify Class Counsel and the Court no later than three (3) business days after receiving written notice via e-mail from the Settlement Administrator of the number of opt-outs. If Defendants elect to withdraw from the Settlement pursuant to this paragraph, they shall be responsible for all costs incurred by the Settlement Administrator as of that date.

2. Apart from Section II(D)(3) above, which is unaffected by this subsection, if the Court disapproves of or refuses to enforce any material portion of this Agreement, each Party shall have the option, in its sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to, within three (3) business days after such Court ruling, withdraw from the Settlement Agreement as it pertains to the Settlement in its entirety, whereupon it shall be null and void for any and all purposes. Either Party may exercise its option to void this Settlement Agreement as provided in this paragraph by giving notice, in writing, to opposing Counsel and to the Court no later than three (3) business days of the entry of the Court's order disapproving or refusing to enforce any material portion of this Agreement. Should a party elect to withdraw from the Settlement, all costs incurred by the Settlement Administrator as of that date shall be paid by the withdrawing Party.

J. **Final Fairness and Approval Hearing.**

1. On the date set forth in the Preliminary Approval Order, which will be no earlier than ninety (90) calendar days after the Preliminary Approval Date or on such date as the Court deems appropriate, a Final Fairness and Approval Hearing will be held before the Court to consider and determine (i) whether the Court should give this Settlement Agreement final approval; (ii) Class Counsel's application for Attorneys' Fees in an amount not to exceed 35% of Settlement Proceeds (unless escalated, $140,000), and Litigation Costs in an amount not to exceed $25,000, (iii) Plaintiff's application for an Incentive Award in an amount not to exceed $7,500; (iv) the propriety of the $20,000 PAGA Allocation; (v) the amount of the Net Settlement Amount, and (vi) any valid and timely objections made pursuant to Section II and all responses by Plaintiff and Defendants to such objections. Plaintiff shall file her motion for attorneys' fees and costs to Class Counsel and an Incentive Award to Plaintiff. No later than 30 calendar days after the Response Deadline, each party may separately or jointly submit materials in support of Final Approval. Class Counsel shall notify the LWDA of the date of the Final Fairness and Approval Hearing no less than seven (7) calendar days before the hearing date.

2. At the Final Fairness and Approval Hearing, Plaintiff and Defendants will ask the Court to give final approval to this Settlement Agreement. Defendants agree not to oppose Class Counsel's application for Attorneys' Fees up to 35% of Settlement Proceeds (unless escalated, $140,000) and Litigation Costs up to $25,000, or Plaintiff's request for an Incentive Award up to $7,500. However, Defendants take no position regarding the reasonableness of these amounts. Any reduction by the Court of the amounts sought by Class Counsel for Attorneys' Fees and Litigation Costs, or by Plaintiff for an Incentive Award, shall in no way alter the obligations of the Parties or Class Counsel under this Settlement Agreement or its validity. Any amounts not awarded by the Court for attorneys' fees, litigation costs, or a class representative enhancement shall remain in the Net Settlement Amount, and therefore be paid to Participating Class Members.

3. If Plaintiff's and Defendants' request for final approval is granted, the Parties shall request that the Court enter a Final Order and Judgment. Class Counsel shall furnish the Settlement Administrator with a copy of the Final Order and Judgment and serve notice of entry of Judgment on Settlement within five (5) business days of receiving it. Class Counsel shall further submit the Judgment to the California Labor and Workforce Development Agency within five (5) business days of its entry, and perform all necessary actions set forth in Cal. Labor Code section 2698, *et seq*.

K. **Post-Final Approval Reporting Obligations and Payment Procedures.**

1. Prior to the payment of any portion of the Settlement Proceeds relating to the Action, the following conditions must be satisfied: final Court approval of the Settlement Agreement, entry of the Final Order and Judgment, and reaching the Effective Date.

2. As soon as practicable after the Effective Date, and in no event no later than seven (7) calendar days after the Effective Date, the Settlement Administrator will provide Class Counsel and Counsel for Defendants with a final report listing (a) the names of all Participating Class Members; (b) the Settlement Payment for each Participating Class Member (which shall include, when applicable, the PAGA Payment); (c) the total of all Settlement Payments to be distributed to the Participating Class Members (before deducting any additional amount required by law to be paid by the employer to any federal, state or local tax authority); and (d) the amount attributable to employer federal, state or local tax obligations.

3. The Settlement Payments to Participating Class Members described in Section II(C) above, are deemed for tax purposes to be comprised of 15% wages and 85% non-wage penalties, interest, and damages. The component of each such payment deemed wages for tax purposes (a) shall be subject to required withholdings and deductions so that the net amount payable will be less than the gross amount; and (b) shall be reported in the year of payment as wage income to each Participating Class Member on an IRS Form W-2 or analogous form. All taxes and withholdings required by law, including those to be paid by Defendant Plant Prefab to any federal, state, or local tax authority, shall be deemed to be part of the wage portion of the Settlement Payment, and are included within the Settlement Proceeds. Concerning the non-wage component of any such payment, any such Settlement Payment shall be reported in the year of payment on an IRS Form 1099 or analogous form if so deemed necessary by the Settlement Administrator.

4. Other than the withholding and reporting requirements specifically set forth above, Participating Class Members shall be solely responsible for correctly characterizing, reporting, and paying any federal, state and/or local income or other tax and other withholdings, if any, on any Settlement Payment made pursuant to this Settlement Agreement. The Parties agree they have not made any representations as to the taxability of any portion of the Settlement Payments, Litigation Costs, Attorneys' Fees, or Incentive Payment and that this Settlement Agreement provides Settlement Class Members with a reasonable and adequate opportunity to seek tax advice prior to responding to the Notice. In the event of an audit of Defendants or the Settlement Administrator with respect to this Settlement by any state or federal government agency, or if any tax authority should dispute the characterization of any of the Settlement Payments, the Parties and their counsel reserve all rights to indemnification permitted by law.

5. Other than as set forth above, Defendants will not, unless otherwise required by law, make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions, from Settlement Payments to Participating Class Members. Settlement Payments made to Participating Class Members shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, or other compensation plan provided at any time by Defendants, nor will such payments be construed as compensation for purposes of determining eligibility for any health or welfare benefits or unemployment compensation.

6. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the Settlement Administrator's final report as specified in Section II(K)(2), and as soon as practicable thereafter, but in no instance more than seven (7) calendar days after receipt of the final report, Plant Prefab will (a) provide to the Settlement Administrator a list reflecting withholding information based on each Participating Class Member's most recent IRS Form W-4 on file with Plant Prefab, or if no such IRS Form W-4 is available, then as if the Participating Class Member were a single tax payer with no dependents and (b) wire to the Settlement Administrator the Settlement Proceeds of $400,000.00, as well as any employer's share of taxes necessary to effectuate the Settlement as determined by the Settlement Administrator.

7. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendants for processing and disbursement and as soon as practicable thereafter, but in no instance more than seven (7) calendar days after receipt, the Settlement Administrator shall commence disbursement of the Settlement Payments as contemplated in Section II to each Participating Class Member by first class U.S. mail.

8. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendants for processing and disbursement and as soon as practicable thereafter, but in no instance more than seven (7) calendar days after receipt, the Settlement Administrator will cause to be paid to Class Counsel the amount allocated by the Court toward reasonable attorneys' fees for the Action in an amount not to exceed 35% of Settlement Proceeds (unless escalated, $140,000). The Settlement Administrator will wire such Class Counsel Attorneys' Fees and costs to Class Counsel pursuant to written instructions from Class Counsel or provide written check(s) as instructed by Class Counsel. The attorneys' fees will be reported on an IRS Form 1099 using Class Counsel's taxpayer number, and the form will be provided to Class Counsel and the pertinent taxing authorities as required by law.

9. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendants for processing and

disbursement and as soon as practicable thereafter, but in no instance more than seven (7) calendar days after receipt, the Settlement Administrator will cause to be paid to Class Counsel amounts allocated by the Court toward reasonable Litigation Costs in an amount not to exceed $25,000. The Litigation Costs will be reported on an IRS Form 1099 using Class Counsel's taxpayer number, and the form will be provided to Class Counsel and to the pertinent taxing authorities as required by law.

10. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendants for processing and disbursement and as soon as practicable thereafter, but in no instance more than seven (7) calendar days after receipt, the Settlement Administrator will cause to be paid to Plaintiff amounts allocated by the Court towards an Incentive Award in an amount not to exceed $7,500. The Incentive Award is for services as a class representative and taking the risk of paying the costs of Defendants in the event of an unsuccessful outcome as well as Plaintiff's assistance to Class Counsel in prosecuting this Action on behalf of absent class members. The Incentive Award will be treated for purposes of tax reporting as non-wage income. The Settlement Administrator may pay the Incentive Award by mailing a check made payable to Elizabeth S. Turner to Plaintiff's most recent addresses as provided by Class Counsel upon request by the Settlement Administrator.

11. Distribution of PAGA Penalties to the LWDA. The Parties agree to allocate $20,000 of the settlement to PAGA Penalties. Of the $20,000, $15,000 will be distributed to the LWDA no later than seven (7) calendar days after receipt, as its share of the PAGA penalty payment made herein, and the remaining $5,000 will be distributed to PAGA Members, and shall resolve all PAGA claims relating to Participating Class Members during their time working for Defendant Plant Prefab between August 7, 2019 and December 6, 2021.

12. No person shall have any claim against Plaintiff, Class Counsel, the Settlement Administrator, any agent designated by Class Counsel, Defendants, or Counsel for Defendants based upon the distributions made substantially in accordance with this Settlement Agreement, the allocation of the Settlement Proceeds among Settlement Class Members hereunder, and/or further orders of the Court.

13. Should the Settlement Administrator need more time than is provided under this Settlement Agreement to complete any of its obligations as set forth in this Settlement Agreement, the Settlement Administrator may request, in writing, such additional time (including an explanation of the need for additional time) from Class Counsel and Counsel for Defendants. If either Class Counsel or Counsel for Defendants does not agree, in writing, to the Settlement Administrator's request for additional time, then the Settlement Administrator may make an application to the Court.

L. **No Additional Settlement Amounts.**

1. The payment of monies pursuant to this Settlement Agreement constitutes a fair, reasonable, and adequate settlement of all Released Claims.

2. Defendants' monetary obligation under this Settlement Agreement is limited to the amounts of the Settlement Proceeds specified herein. Defendants shall not be required to contribute additional amounts to the Settlement Proceeds under any circumstances.

3. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of each Settlement Check to cash or deposit the check. For any check not cashed after one hundred eighty (180) calendar days, the funds shall be transmitted to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in San Bernardino County. The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384, and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the positions of Code of Civil Procedure section 384.

4. No further relief in the form of an injunction or relief other than as provided herein is agreed to.

M. **Other Remedial Consideration.**

In the event that this Settlement Agreement is canceled, rescinded, terminated, voided or nullified as permitted by this Agreement or applicable law, Defendants shall have no obligation to pay any of the $400,000.00 Settlement Proceeds allocated toward settlement of the Action, including Class Counsel Attorneys' Fees, except that Defendants may, consistent with Sections II(D)(3), II(I)(1) and II(I)(2), be obligated to pay sums up to $7,500 reasonably incurred by the Settlement Administrator as of the date the cancellation, rescission, termination, voidance or nullification as permitted by this Agreement or by law.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. **No Admission.**

Neither the acceptance nor the performance by Defendants of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed a precedent or an admission by Defendants of the truth of any allegations in the Action, the claimed representative nature of the Action or the suitability for class treatment, the validity of any claims that were or could have been asserted by Plaintiff, by any Settlement Class Member (including any individual who requested to be excluded from the Settlement Class), or of any liability of Defendants in the Action.

B. **Non-Evidentiary Use.**

Neither this Settlement Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiff, any Settlement Class Member (including any individual who requested to be excluded from the Settlement), Defendants, or their respective counsel, in the Action, or in any other action or proceeding; provided, however, that nothing contained in this Section III shall prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

C. **No Collateral Attack.**

This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that a Settlement Class Member's Settlement Payment was improperly calculated or adjusted, or that any member of the Settlement Class failed to validly and timely submit a request for exclusion for any reason. However, nothing in this Paragraph shall prohibit a Settlement Class Member to appear at the Final Fairness Hearing to object to or comment on the Settlement, as permitted by law.

D. **Nullification in Parts.**

1. If either (a) the Court should for any reason fail to approve this Settlement substantially in the form agreed to by the Parties; or (b) the Final Order and Judgment is reversed, modified or declared or rendered void, then (i) this Settlement Agreement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect, (iii) all Parties and Counsel to this settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court, and (iv) neither the Settlement Class nor Class Counsel shall receive any benefit, nor suffer any detriment from this Settlement.

2. Invalidation of any material portion of this Settlement Agreement shall invalidate this Settlement Agreement with respect to the Action, unless the Parties shall agree in writing that the remaining provisions shall remain in full force and effect.

IV. RELEASES AND WAIVERS

A. **Participating Class Members' Release.**

As of the Effective Date, as well as full payment by Defendants of the Settlement Proceeds (as the same may be escalated pursuant to this Agreement), along with any employer's taxes necessary to effectuate the Settlement, each Participating

Class Member shall be deemed to have released all Released Parties of all Released Claims.

B. **PAGA Members' Release.**

As of the Effective Date, as well as full payment by Defendants of the Settlement Proceeds (as the same may be escalated pursuant to this Agreement), along with any employer's taxes necessary to effectuate the Settlement, each PAGA Member shall be deemed to have released all Released Parties of all PAGA Released Claims, whether or not he or she has opted out of the Settlement.

C. **Waiver of California Labor Code Section 206.5.**

THE PARTIES AGREE THAT ALL OF THE CLAIMS IN THE ACTION ARE DISPUTED, AND THAT THE PAYMENTS SET FORTH HEREIN CONSTITUTE PAYMENT IN FULL OF ANY AND ALL AMOUNTS ALLEGEDLY DUE TO THEM CONCERNING THE CLAIMS RELEASED HEREIN. TO THE EXTENT PLAINTIFF AND/OR ANY PARTICIPATING CLASS MEMBER HAS CLAIMED OR COULD CLAIM THAT DEFENDANTS OWE HIM/HER ANY ADDITIONAL COMPENSATION OF ANY KIND IN RELATION TO THE CLAIMS RELEASED HEREIN, PLAINTIFF AND EACH AND EVERY PARTICIPATING CLASS MEMBER ACKNOWLEDGE AND AGREE THAT THERE IS A BONA FIDE DISPUTE OF WHETHER ANY SUCH PAYMENTS ARE ACTUALLY OWING AND, THEREFORE, IN EXCHANGE FOR THE SETTLEMENT PAYMENTS SET FORTH HEREIN, HEREBY SETTLE AND RELEASE ANY SUCH CLAIMS. MISCELLANEOUS PROVISIONS.

D. **Separate Releases of Claims & Rights by Plaintiff Elizabeth S. Turner.**

Plaintiff hereby agrees to the additional following General Release in exchange for the consideration provided herein. As of the Effective Date, as well as full payment by Defendants of the Settlement Proceeds (as the same may be escalated pursuant to this Agreement), along with any employer's taxes necessary to effectuate the Settlement, and in consideration of Defendants' promises and agreements as set forth herein, Plaintiff fully releases the Released Parties from any and all claims, liabilities, charges, grievances, obligations, costs, losses, liens, damages, injuries, attorneys' fees and costs, and other legal responsibilities (collectively referred to as "claims") of whatever kind and nature, character, and description, including those arising under any theory of law, whether common, constitutional, statutory, ordinance, regulation, guidance, opinion, interpretation, caselaw, or other source of law of any jurisdiction, foreign or domestic, whether now known or unknown, contingent or vested, anticipated or unanticipated, suspected or unsuspected, asserted or unasserted, whether in law, equity, or otherwise, which Plaintiff may have against any of the Released Parties for any type of relief, including any and all claims arising out of and/or in any way related to either Plaintiff's hiring by, employment with or services provided for/to, or separation from, Plant Prefab, which could have arisen out of any act or omission occurring from the beginning of time up through and including the execution of this Agreement. This release includes, to the fullest extent permissible, but is not limited to, any and all claims in law, equity, tort and/or contract; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; claims for discrimination, harassment, and/or retaliation; claims for misclassification; claims for untimely or unpaid minimum and overtime wages, claims for any wage and hour violations, including but not limited to meal period and rest break violations; assault, battery, false imprisonment, intentional interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, negligence, defamation, intentional or negligent misrepresentation, fraud; breach of contract, oral or written, express or implied, breach of any covenant of good faith and fair dealing, express or implied, and/or promissory estoppel; any claim for unlawful or unfair business practices; any claim under the Private Attorneys General Act of 2004 for which she has standing to release; any claims under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; the Rehabilitation Act of 1973, as amended; the National Labor Relations Act (NLRA), as amended; the Labor-Management Relations Act, as amended; the Family and Medical Leave Act (FMLA); the Employee Retirement Income Security Act (ERISA) which may be released by way of this Agreement; the Lily Ledbetter Fair Pay Act; the Pregnancy Discrimination Act; the California Occupational Safety and Health Act and the Federal equivalent (OSHA); the Federal Worker Adjustment and Retraining Notification Act; the California Worker Adjustment and Retraining Notification Act; the Fair Labor Standards Act (including the Equal Pay Act); the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act; the California Government Code (as it pertains to her employment); the California Business & Professions Code (as it pertains to her employment); the California Family Rights Act; the California Labor Code; the California Industrial Welfare Commission Wage Orders; the California Fair Employment and Housing Act; the California and United States Constitutions; and any local ordinance or federal or state statute, regulation or constitution.

Plaintiff further agrees to release any and all claims for age discrimination under the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), and any federal, state, or local fair employment acts arising up to and through the date of her execution of this Agreement. Plaintiff further agrees that, (i) she is receiving consideration otherwise would not have been offered before signing this Agreement; (ii) she is hereby advised to consult with an attorney of her choice prior to the execution of this Agreement; (iii) she has been given twenty-one (21) calendar days from the date of receipt of this Agreement to decide whether or not to execute it; and (iv) she has seven (7) calendar days from the execution of this Agreement to revoke its execution as to claims under the ADEA, in which case this Agreement becomes null and void as to ADEA claims if Plaintiff elects revocation in that time. This Agreement is not deemed fully executed until the eighth day after Plaintiff executes the Agreement, assuming the Plaintiff does not give Notice of revocation of this Agreement pursuant to the notice provisions herein during the seven (7) day period that follows that execution. Plaintiff acknowledges, understands, and agrees that any such revocation must be in writing. If sent by U.S. mail, written revocation must be postmarked by midnight on the seventh day following the Execution Date, properly addressed, and sent by certified mail, return receipt requested. Plaintiff and Plant Prefab agree that any later agreed-upon changes of this Agreement, whether material or immaterial, do not restart the running of the consideration of the revocation period identified above.

Plaintiff understands that Plaintiff is releasing claims that Plaintiff may not now know about and that is Plaintiff's knowing and voluntary intent. Plaintiff understands that if Plaintiff later discovers facts different from or in addition to those facts Plaintiff currently know or believes to be true, this Agreement, and any waivers and releases in this Agreement, will nevertheless remain effective in all respects despite such different or additional facts and even if Plaintiff would not have agreed to this Agreement if Plaintiff had had prior knowledge of such facts. To the extent of the release provided herein both in scope and temporally, Plaintiff expressly waives any and all rights under Section 1542 of the California Civil Code, and any like provision or principal of common law in any foreign jurisdiction. Section 1542 provides as follows:

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.

V. MISCELLANEOUS PROVISIONS.

A. Amendments.

1. The terms and provisions of this Settlement Agreement may be amended only by a written agreement which is signed by Class Counsel on behalf of Plaintiff and Counsel for Defendants on behalf of Defendants. In addition, no amendment of this Settlement Agreement made after mailing of the Notice by the Settlement Administrator shall be valid unless approved by the Court, except as otherwise provided herein.

2. The Parties agree that time is of the essence, including but not limited to all deadlines with respect to the settlement administration, the payment of Settlement Payments, and the payment of Class Counsel Attorneys' Fees and Litigation Costs. Nevertheless, the Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice to the Court, except as to

Court dates which must be approved by the Court. Any such extensions shall be in writing and signed by counsel for the Parties.

B. **No Inducements.**

Plaintiff acknowledges that entering into this Settlement Agreement is a free and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that she has not relied on any promises, representations, or warranties regarding the subject matter hereof other than as set forth in this Settlement Agreement.

C. **Representations and Warranty.**

Any Class Counsel Attorneys' Fees and Litigation Costs awarded by the Court will be paid to Bibiyan Law Group, P.C., and said firm represents and warrants that it is authorized by Plaintiff to enter into this Settlement Agreement and to receive this payment, and releases Defendants and Counsel for Defendants for any claim by any other law firm arising out of the payment of attorneys' fees and costs. Class Counsel further represents and warrants that it is authorized to execute this Settlement Agreement and any amendments thereto on behalf of the Plaintiff and to take all appropriate action required or permitted pursuant to this Settlement Agreement in order to effectuate its terms.

D. **No Assignment.**

None of the rights, commitments, or obligations recognized under this Settlement Agreement may be assigned by Plaintiff, Class Counsel, Defendants, or Defendants' counsel without the express written consent of the other Party and his or its respective counsel. The representations, warranties, covenants, and agreements by Defendants contained in this Settlement Agreement are for the sole benefit of Plaintiff and the Settlement Class Members and/or PAGA Members under this Settlement Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

E. **Confidentiality; Publicity; Non-Disparagement.**

1. Neither Plaintiff nor Class Counsel will publicize the Settlement in any way, including by sharing or otherwise posting any case description or court-filed documents online, including on Class Counsel's website, for marketing or other purpose(s). Nothing in this Agreement shall preclude Class Counsel from taking actions as necessary to seek preliminary and final approval of the Settlement, including filing necessary documents with the Court in this Action and/or communicating with Settlement Class Members who initiate contact. Nothing in this section shall prohibit or otherwise limit Class Counsel's ability to speak to Settlement Class Members who contact Class Counsel regarding the Action or Settlement.

2. Plaintiff agrees to refrain from making any oral or written statement that disparages Defendants. For the purposes of this Section, a disparaging statement is any communication which would tend to cause the recipient of the communication to question the business condition, integrity, competence, fairness, or good character of the person to whom or entity to which, the communication relates. Nothing in this section shall prohibit Plaintiff from responding to a subpoena or Court Order compelling discovery and/or testimony.

F. **Subpoenas.**

In the event the Agreement itself, or its terms, are subject to a formal or informal discovery request (including a notice of deposition or subpoena) in a pending action or formal demand in a government investigation, the Party to whom the request or demand is made shall promptly give written notice to the other party in sufficient time to afford the other party a reasonable opportunity to protect its interests. Such notice to the Company shall be provided pursuant to paragraph 14 (entitled "Notices") of this Agreement.

G. **Notices.**

Any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address as the party will specify in writing. Such notice will be deemed delivered upon personal delivery to the appropriate address or delivery by facsimile to the number specified below or by email to both email addresses below, or if sent by certified or registered U.S. mail, three calendar days after the date of mailing.

If notice is given to Defendants, it will be sent to:

Ashley Farrell Pickett, Esq.
Matthew J. Weber, Esq.
Greenberg Traurig, LLP
1840 Century Park East, Ste 1900
Los Angeles, CA 90067
Ph: 310.586.7700
Fax: 310.586.7800
Email: Farrellpicketta@gtlaw.com
WeberMatt@gtlaw.com

If notice is given to the Plaintiff, it will be sent to:

David D. Bibiyan
Sara Ehsani-Nia
BIBIYAN LAW GROUP, P.C.
8484 Wilshire Blvd. Suite 500
Beverly Hills, CA 90211
Telephone: (310) 438-5555

Email: david@tomorrowlaw.com
sara@tomorrowlaw.com

H. **Agreement Constitutes a Complete Defense.**

To the extent permitted by law, this Agreement may be pled as a full and complete defense to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted against any of the released parties contrary to this Agreement.

I. **Governing Law.**

This Settlement Agreement shall be governed, construed, and interpreted, and the rights of Plaintiff, the Settlement Class Members, Class Counsel, Defendants, and the Released Parties shall be determined in accordance with California law without regard to its conflicts of laws principles.

J. **Severability.**

If it is determined that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and provisions hereof shall be unimpaired.

K. **Jurisdiction of the Court.**

Following entry of the Final Order Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Counsel for Defendants submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith. The Court shall be permitted to take all actions necessary to enforce this Agreement after the Final Order Judgment, including, without limitation, award sanctions to the non-breaching party for seeking enforcement of the Agreement.

L. **Entire Agreement.**

This Settlement Agreement, including the Exhibits referred to herein which form an integral part hereof, contains the entire understanding between the Parties with respect to the subject matter contained herein. This Settlement Agreement has been drafted jointly and is not to be construed against either Party. In case of any conflict between text contained in this Settlement Agreement and text contained in Exhibits to this Settlement Agreement, the former shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. This Settlement Agreement supersedes all prior agreements and understandings between the Parties with respect to the Settlement.

M. **Counterparts.**

This Settlement Agreement, and any amendments hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

N. **Attorneys' Fees and Costs.**

Neither Class Counsel nor any other attorneys acting for, or purporting to act for the Settlement Class, Settlement Class Members or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties except as set forth in Section V, Paragraph K of this Agreement or as otherwise expressly provided herein.

IT IS AGREED.

ELIZABETH S. TURNER

Elizabeth Turner

Date: Dec 20, 2021 December ___, 2021 By: Elizabeth Turner (Dec 20, 2021 11:52 PST)
Elizabeth S. Turner, Plaintiff

DEEP BHATTACHARYA

Date: December ___, 2021 By: ______________________
Deep Bhattacharya, Defendant

PLANT PREFAB, INC.

Date: December ___, 2021 By: ______________________
____
Its: ____________

Approved as to form only:

BIBIYAN LAW GROUP, P.C.

Date: December ___, 2021 By: ______________________
David D. Bibiyan

Attorneys for Plaintiff Elizabeth S. Turner, and the Settlement Class

GREENBERG TRAURIG, LLP

Date: December ___, 2021

By: ______________________________________
Ashley Farrell Pickett
Attorneys for Defendants Plant Prefab, Inc., and Deep Bhattacharya

EXHIBIT 1

According to Plant Prefab, Inc.'s ("Plant Prefab") records, you worked for Plant Prefab as an hourly-paid non-exempt employee in the State of California between. Plant Prefab's records indicate that you worked __ workweeks in California between August 7, 2016 and December 6, 2021, and indicate that you worked __ workweeks in California between August 7, 2019 and December 6, 2021.

Based on the number of workweeks you worked, your estimated individual settlement payment is $________, and your estimate PAGA settlement payment is $________. Please note this is only an estimate and your actual payment may be greater or smaller than this amount.

SUPERIOR COURT OF THE STATE CALIFORNIA
COUNTY OF SAN BERNARDINO

ELIZABETH S. TURNER, on behalf of herself and all others similarly situated, Plaintiffs, v. PLANT PREFAB, INC., a Delaware corporation; PLANT PREFAB SITE SERVICES, LLC, a California limited liability company; BARRETT BUSINESS SERVICES, INC., a Maryland corporation; LIVINGHOMES ATWATER, LLC, a California limited liability company; RETHINK LIVINGHOMES, LLC, a cancelled California limited liability company; DEEP BHATTACHARYA, an individual; and DOES 1 through 100, inclusive, Defendants.	**CASE NO. CIVDS2017517** **NOTICE OF CLASS ACTION SETTLEMENT**

The Superior Court of the State of California County of San Bernardino (the "Court") authorized this Notice of Class Action Settlement ("Notice"). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were an hourly-paid non-exempt Plant Prefab employee in the State of California at any time from August 7, 2016 through December 6, 2021 (the "Class Period"), you should read this Notice carefully because it will affect your rights.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SHARE OF THE SETTLEMENT	If you do nothing, you will receive a Settlement Payment and release certain claims under state law and federal law, including Fair Labor Standards Act ("FLSA") claims.
EXCLUDE YOURSELF OR "OPT OUT"	If you opt out of the lawsuit, you will not receive any payment under this Class Action settlement. In addition, you

	will not release any of your claims and will be free to pursue any claims you may have against Defendants.
OBJECT	If you believe the proposed settlement is not fair, adequate, or reasonable, you may submit an objection and thereafter may also appear in Court in person or through an attorney and explain why you do not like the settlement. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms.
PAGA Settlement	The Court has approved a settlement of claims made pursuant to the Private Attorneys General Act ("PAGA") asserted in this Action. The PAGA Settlement applies to all current and former hourly-paid non-exempt employees of Defendant Plant Prefab within the State of California during the PAGA Settlement Period (defined as August 7, 2019 through December 6, 2021) ("PAGA Members"). If you are a PAGA Member, you will receive a PAGA Settlement Payment and release your claims for PAGA Penalties, regardless of whether you wish to be excluded from the Settlement of the Class Action claims discussed herein.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court has not yet decided whether to finally approve the settlement. Payments will be made if the Court approves the settlement and after appeals (if any) are resolved.

BASIC INFORMATION

1.	Why did I receive this Notice?

You received this Notice because Plant Prefab's records show that you were an hourly-paid non-exempt Plant Prefab employee in California during the Class Period. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you, your legal rights, what benefits are available, and how to get them.

2.	What is this lawsuit about?

Plaintiff Elizabeth S. Turner ("Plaintiff" or "Class Representative") allege on behalf of themselves and other non-exempt hourly employees in the State of California that Plant Prefab failed to pay overtime wages; failed to pay minimum wages; failed to provide Meal Breaks or correctly pay meal break premiums; failed to provide Rest Breaks or correctly pay rest break premiums; failed to pay all wages due at termination; failed to provide accurate wage statements; failed to timely pay wages during employment; engaged in any unfair and unlawful business practices; and violated the California Private Attorneys General Act. Plaintiff seeks unpaid wages, penalties, interest, restitution, attorneys' fees, and expenses.

Plant Prefab, Inc. ("Plant Prefab") and Deep Bhattacharya (collectively "Defendants") strongly deny these allegations and assert that Plant Prefab properly paid its employees consistent with all applicable laws. **Nothing in this Notice, or the Settlement itself, means that Plant Prefab admits to any wrongdoing, but to avoid the costs of litigation the parties have agreed to settle the matter.**

The Court has not ruled on the merits of Plaintiff's claims or Plant Prefab's defenses.

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

The parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons (in this case Elizabeth S. Turner) file a lawsuit on behalf of people who are alleged to have similar claims. These people together are called "Settlement Class Members." Settlement Class Members who do not submit a timely request for exclusion pursuant to the procedure set forth below in Section 13 are called "Participating Class Members." In this case, the parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

WHO IS IN THE SETTLEMENT?

4.	How do I know if I am part of the settlement?

The Court has certified for settlement purposes only the following class: all current and former non-exempt, hourly-paid employees of Defendant Plant Prefab within the State of California during the Settlement Period (defined as August 7, 2016 through December 6, 2021 ("Settlement Class Members" or "Settlement Class"). According to Plant Prefab's records, you are a member of the Settlement Class.

THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE

5.	What does the settlement provide?

The proposed settlement requires Plant Prefab to pay a maximum amount of four hundred thousand dollars ($400,000) to settle this case. This amount includes payments for attorneys' fees (up to 35% of Settlement Proceeds) and costs (up to $25,000) to Class Counsel, an incentive award for Plaintiff (up to $7,500), Settlement Administration

Costs (up to $#####), and allocation for PAGA Penalties (up to $20,000). The amount remaining after these payments is the amount available to distribute to Settlement Class Members ("Net Settlement Amount").

Any amounts not requested or awarded for attorneys' fees and costs, an incentive award to Plaintiff, and the PAGA Penalties allocation will be included in the Net Settlement Amount and distributed to Settlement Class Members.

6. How much will my payment be?

The Net Settlement Amount will be divided among all Settlement Class Members who do not request to be excluded from the settlement ("Participating Class Members") as follows: First, Plant Prefab will use its records to calculate the total workweeks worked by each Participating Class Member during the Class Period. Second, the total workweeks for each Participating Class Member will then be divided by the total of all Participating Class Members' workweeks during the Class Period to create a "Final Percentage" for each Participating Class Member. Third, that Final Percentage will then be multiplied by the Net Settlement Amount to determine the final amount of each Participating Class Member's pro rata recovery under this settlement.

The estimated number of workweeks you worked for Plant Prefab as a non-exempt in California during the Class Period, according to Plant Prefab's records, and your estimated Settlement Payment are at the top of page 1 of this Notice. If you disagree with the number of workweeks stated on this Notice, you must send a letter to the Settlement Administrator within forty-five (45) calendar days of the mailing of this Notice stating the reasons why you dispute the number of workweeks and provide any supporting documentation that you have (for example, any paystubs). The information you provide should include the estimated number of workweeks you claim you worked as non-exempt Plant Prefab employee in the State of California from August 7, 2016 through December 6, 2021. Plant Prefab's records will be presumed determinative unless you are able to provide credible and verifiable documentation to the Settlement Administrator that establishes otherwise. Failure to provide documentary evidence in support of your dispute will render your dispute invalid. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of workweeks that should be applied and/or the settlement payment to which you may be entitled.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the following address, postmarked no later than [Response Deadline].

Turner v. Plant Prefab, Inc.
c/o ____________________________
P.O. Box _____
[City], [State] [Zip]

7. Will taxes be withheld from my settlement payment?

For tax reporting purposes, your settlement payment will be allocated as 15% wages, subject to required state and federal withholdings and deductions, reported on a form W-2; and 85% non-wage damages, interest, and penalties, reported on a form 1099-MISC, with no withholdings taken

HOW YOU RECEIVE A PAYMENT

8. How can I receive a payment?

If this Notice was sent to you at your current address, you do <u>not</u> need to do anything to receive your settlement payment.

If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address since working for Plant Prefab or have any other reason to believe that Plant Prefab does not have your current mailing address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses. If your address changes prior to the mailing of the second and third settlement checks, you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses. Any address changes must be received by the Settlement Administrator at least five (5) business days prior to the mailing of the settlement checks to be effective. The Settlement Administrator's address is:

Turner v. Plant Prefab, Inc., et al. Settlement Administration
c/o ______________________________
P.O. Box ______
[City], [State] [Zip]

Otherwise, you do not need to do anything to receive a payment so long as you do not exclude yourself from the class.

9. What am I giving up if I stay in the class?

If you do not exclude yourself from the settlement, you will be bound by any judgment entered in this Action and will not be allowed to sue Defendants for any claims occurring between August 7, 2016 and December 6, 2021, that arise from, relate to, or are based on any and all claims alleged in the Action. If you do not exclude yourself, all of the Court's orders will apply to you and you will release all Released Parties from all Released Claims as follows:

> "Released Parties" means Defendant Plant Prefab together with its past and present parents, subsidiaries, divisions, partners and affiliates, and their respective past and present stockholders, officers, directors, employees including managers, attorneys, and insurers, as well as any other persons or entities who are alleged or could have been alleged to have been involved in the conduct alleged, or sought to be alleged, at any time in the Action, and Defendant Bhattacharya.
>
> "Released Claims" means any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or in equity, whether concealed or hidden, which arose at any time on or before the Preliminary Approval Date based on the facts, theories, or claims asserted by Plaintiff in any pleading in the Action on their own behalf or on behalf of a putative class member, or based on any facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures that relate to or arise out of, in any way, the claims made and facts alleged in the Action, including without limitation violations of any state or federal statutes rules, or regulations (including the Fair Labor Standards Act), based on an assertion that Released Parties (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide Meal Breaks or correctly pay meal break premiums; (4) failed to provide Rest Breaks or correctly pay rest break premiums; (5) failed to pay all wages due at termination; (6) failed to provide accurate wage statements; (7) failed to timely pay wages during employment; and/or (6) engaged in any unfair and unlawful business practices. For PAGA Members Released Claims shall also include all claims for civil penalties that are alleged or reasonably could have been alleged, arising from, or related to, the facts and theories alleged in the operative complaint and/or Plaintiff's August 6, 2020 PAGA Notice (LWDA-CM-801649-20) during the PAGA Period.

By failing to exclude yourself from the settlement, you further acknowledge and agree that all of the claims for wage and hour and payroll practice violations in the Action are disputed, and that all of the claims in the Action are disputed, and that payment under the Settlement constitute payment in full of any and all amounts allegedly due to you. You acknowledge and agree that California Labor Code section 206.5 is not applicable. That section provides in pertinent part:

> **An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.**

If you are a PAGA Member, you will receive a PAGA Settlement and will release your claims to any PAGA Penalties, regardless of whether you exclude yourself from the settlement.

10. When will I receive my settlement payment?

The Court has scheduled a Fairness/Final Approval Hearing on ____________, 2022, at __:__ a.m. in Dept. S-26 of the Superior Court of the State of California for the County of San Bernardino, located at San Bernardino Justice Center, 247 West 3rd Street, San Bernardino, California 92415, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Participating Class Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiff's incentive award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing. Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed out to the Participating Class Members within approximately 10 calendar days. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals.

11. What if I get my payment and don't cash it?

Each settlement check will be valid for 180 calendar days after it was issued. If you do not cash your check, you will still be bound by the terms of the settlement and you will release all Released Claims as described above. After 180 calendar days, the Settlement Administrator will stop payment on your check and will transfer the amount represented by the check to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in San Bernardino County.

12. What happens if I do nothing at all?

If you do nothing, you will receive a payment from the settlement and you will be bound by the terms of the settlement. For further information, you can speak with Class Counsel in this case identified below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to retain the right to pursue claims against Defendants alleged in this case and/or you do not want a payment from this settlement, then you must take certain steps. This is called excluding yourself or "opting out" of the settlement. **DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT**. If you are a PAGA Member, you will receive a PAGA Settlement and will release any claims for PAGA Penalties regardless of whether you exclude yourself from this Class Action Settlement.

13. How do I request to be excluded from the settlement?

To exclude yourself from the settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion") postmarked on or before **[Response Deadline]**, to the Settlement Administrator at the following address:

Turner v. Plant Prefab, Inc., et al. Settlement Administration
c/o ______________________________
P.O. Box _____
[City], [State] [Zip]

In order to be valid, your Request for Exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the settlement in *Turner v. Plaint Prefab, Inc., et al*; and (3) be signed by you. If you do not submit a timely and valid Request for Exclusion, you will be deemed a Participating Class Member, you will receive a settlement payment, and you will be bound by the release of Released Claims as described above and all other terms of the settlement. If you submit a valid and timely Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefits as a result of the Action and settlement and will not be entitled to or permitted to assert an objection to the settlement. If you are a PAGA Member, you will receive a PAGA Settlement and will release any claims for PAGA Penalties regardless of whether you exclude yourself from this Class Action Settlement.

14. If I do not exclude myself, can I sue Defendants for the same claims later?

No. If you do not submit a valid and timely Request for Exclusion postmarked by [Response Deadline], you will be bound by all terms of the settlement and any Final Order and Judgment entered in the Action if the settlement is approved by the Court. The settlement and Final Order and Judgment will include a full release of claims in this Action, which will prevent you from suing Defendants or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, you should speak to your lawyer in that case immediately.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement and will not receive a settlement payment. Please note, however, if you are a PAGA Member, you will receive a PAGA Settlement and will release any claims for PAGA Penalties regardless of whether you exclude yourself from this Class Action Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers as Class Counsel to represent you and all Settlement Class Members:

David Bibiyan
Sara Ehsani-Nia
BIBIYAN LAW GROUP, P.C.
8484 Wilshire Blvd. Suite 500
Beverly Hills, CA 90211
Telephone: (310) 438-5555

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense.

17. How will the lawyers and the Class Representatives be paid?

The amount of attorneys' fees and costs awarded to Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed $####, and reimbursement of litigation costs of up to $######.

Class Counsel will also request that the Class Representative receive an additional amount called an "Incentive Award" for the risk and work in bringing and participating in this lawsuit. The amount of the Incentive Award will be subject to the Court's discretion, but in any event, will not exceed $7,500. This Incentive Award shall be paid out of and deducted from the Settlement Proceeds. Lastly, as part of the preliminary approval of the settlement, the Court has approved payment of settlement administration expenses in the amount of up to $##### to the Settlement Administrator from the Settlement Proceeds.

OBJECTING TO THE SETTLEMENT

18. How do I object?

If you think that the proposed settlement is not fair, adequate, or reasonable, you can object to the proposed settlement. If you object, and the Court approves the settlement, then you will still receive a settlement payment, and you will be bound by the terms of the release as set forth in Section 9 above.

If you want to object to any part of the settlement, you must submit a written objection with the Court stating with particularity the basis for the objection. If you intend to appear at the Final Fairness and Approval Hearing, whether in person or through counsel, you must include notice of that fact, and state the purpose for your appearance in the written objection. Any notice and/or written objection must be filed with the Court and copies thereof must be mailed or personally delivered to the attorneys listed below no later than _________, 202_.

All objections should reference the case name and number (*Elizabeth S. Turner v. Plant Prefab, Inc. et al.,* Case No. CIVDS2017517) and be filed with the Clerk of Court no later than __________, 202_ at:

Superior Court of the State of California for the County of San Bernardino
San Bernardino Justice Center, 247 West 3rd Street, San Bernardino, California 92415

Copies of all documents filed with the Clerk of Court must be mailed or personally delivered to the following no later than ____________, 202_:

CLASS COUNSEL David Bibiyan Sara Ehsani-Nia BIBIYAN LAW GROUP, P.C. 8484 Wilshire Blvd. Suite 500 Beverly Hills, CA 90211 Telephone: (310) 438-5555
DEFENDANT'S COUNSEL Ashley Farrell Pickett Matthew J. Weber GREENBERG TRAURIG, LLP 1840 Century Park East, Ste. 1900 Los Angeles, CA 90067

If you object in the manner provided above, then you or your attorney may appear at the Final Approval Hearing, currently set for ______________, 2022, at __:__ _.m. at Dept. S-26 of the Superior Court of the State of California for the County of San Bernardino, located at San Bernardino Justice Center, 247 West 3rd Street, San Bernardino, California 92415. However, if you do not object in the manner provided above, your objection may be considered waived, and you will not be able to make any other or later objection to the fairness, reasonableness, or adequacy of the proposed settlement.

19.	What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the settlement class. Excluding yourself is telling the Court that you do not want to be part of the settlement class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

20.	When and where will the Court decide whether to approve the settlement?

A hearing will be held before the Honorable David Cohn on _____________, 2022, at __:__ _m., in Dept. S-26 of the Superior Court of the State of California for the County of San Bernardino, located at San Bernardino Justice Center, 247 West 3rd Street, San Bernardino, California 92415, to determine whether the proposed settlement is fair, adequate, reasonable and should be finally approved by the Court, and whether the Action should be dismissed on the merits with prejudice. You may attend the hearing in person, by phone, or by video. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Cohn might have.

21.	May I attend the hearing and speak?

Anyone may attend this hearing in person, by phone, or by video. If you submit an objection, you may also appear at the hearing and speak, either in person or through your own attorney.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This Notice summarizes the terms of the proposed settlement. More details are in the settlement agreement. You may review the Court's files, which include the settlement agreement, at the office of the Clerk of Court located at San Bernardino Justice Center, 247 West 3rd Street, San Bernardino, California 92415, during regular business hours. You also can request a copy of the settlement agreement from Class Counsel at the address and telephone number listed above.

23. How do I obtain additional information?

If you have questions regarding this Notice and/or the settlement, you may contact the Settlement Administrator at 1-XXX-XXX-XXXX or you may contact Class Counsel at the address and telephone number listed above.

PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.