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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ROBERTO CHINCHILLA, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

CARRIAGE FUNERAL HOLDINGS, INC., a
Delaware corporation; CARRIAGE
SERVICES, INC., a Delaware corporation;
CARRIAGE CEMETERY SERVICES, INC., a
Texas corporation; CARRIAGE CEMETERY
SERVICES OF CALIFORNIA, INC., a
California corporation; CARRIAGE FUNERAL
SERVICES OF CALIFORNIA, INC., a
California corporation; ROLLING HILLS
MEMORIAL PARK, a California corporation;
WILSON & KRATZER MORTUARIES, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2021-0004661

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Roberto Chinchilla (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants Carriage Funeral Holdings, Inc., Carriage Services, Inc, Carriage Cemetery Services, Inc., Carriage Cemetery Services of California, Inc., Carriage Funeral Services of California, Inc., Rolling Hills Memorial Park, and Wilson & Kratzer Mortuaries (“Defendants”) (Defendants and Plaintiff are collectively referred to as the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the lawsuit captioned *Chinchilla v. Carriage Funeral Holdings, Inc., et al.*, No. STK-CV-UOE-2021-0004661 (San Joaquin County Superior Court) including any amendments.

2. “Attorneys’ Fees and Costs” means all attorneys’ fees and costs incurred in connection with the Action at any time, including without limitation attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Thirty Thousand Dollars (\$30,000), subject to the Court’s approval.

3. “Class Counsel” or “Plaintiff’s Counsel” means Capstone Law APC.

4. “Class List” means a complete list of all Class Members that Defendants will compile from their records and provide to the Settlement Administrator and to Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in

1 Microsoft Office Excel and will include, insofar as Defendants possess the information, each Class
2 Member's full name; most recent mailing address and telephone number; Social Security number; dates
3 of employment; the respective number of Workweeks that each Class Member worked during the Class
4 Period; and any other relevant information needed to calculate settlement payments

5 5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendants
6 as non-exempt, hourly employees in the State of California at any time from May 19, 2017 through
7 January 5, 2022, excluding those otherwise covered employees who have previously settled, waived, or
8 otherwise released all Released Claims other than through this Action.¹ This exclusion includes
9 specifically and without limitation the employees whose Released Claims in this action were previously
10 released in their entirety through settlement in the prior class action entitled *Faria, et al. v. Carriage*
11 *Funeral Holdings, Inc.*, Case No. MSC18-00606 (Contra Costa County Superior Court). The exclusion
12 also includes without limitation any and all employees who have individually settled and released claims.

13 6. "Class Period" means the period from May 19, 2017 through the date of Preliminary
14 Approval or April 5, 2022, whichever is earlier.

15 7. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
16 in recognition of his effort and work in prosecuting the Action on behalf of Class Members.

17 8. "Court" means the San Joaquin County Superior Court.

18 9. "Effective Date" means the later of: (i) if no timely objections are filed, or are
19 withdrawn prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an
20 objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of
21 Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an
22 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests
23 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

24 10. "Final Approval" means the date on which the Court enters an order granting final
25 approval of the Settlement Agreement.

26 11. "Individual Settlement Payment" means each Participating Class Member's respective

27 ¹ This Agreement is not an admission that each and every Defendant employed Class Members.
28

1 share of the Net Settlement Amount.

2 12. "Labor and Workforce Development Agency Payment" means the amount that the
3 Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection
4 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").
5 The Parties have agreed that One Hundred Thousand Dollars (\$100,000) of the Total Settlement
6 Amount will be allocated to the resolution of Class Members' claims arising under PAGA. Pursuant to
7 PAGA, Seventy-Five Percent (75%), or Seventy Five Thousand Dollars (\$75,000), of the PAGA
8 Settlement Amount will be paid to the California Labor and Workforce Development Agency, and
9 Twenty-Five Percent (25%), or Twenty Five Thousand Dollars (\$25,000), of the PAGA Settlement
10 Amount will be included in the Net Settlement Amount.

11 13. "Net Settlement Amount" means the portion of the Total Settlement Amount remaining
12 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the
13 General Release Payment, the Labor and Workforce Development Agency Payment, and Settlement
14 Administration Costs. The Net Settlement Amount will be distributed to Participating Class Members.
15 There will be no reversion of the Net Settlement Amount to Defendants.

16 14. "Notice of Objection" means a Class Member's valid and timely written objection to the
17 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full
18 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
19 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
20 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
21 at the final fairness hearing.

22 15. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
23 attached as Exhibit A.

24 16. "Participating Class Members" means all Class Members who do not submit timely and
25 valid Requests for Exclusion.

26 17. "Plaintiff" means Plaintiff Roberto Chinchilla.

27 18. "Preliminary Approval" means the date on which the Court enters an order granting
28 preliminary approval of the Settlement Agreement.

1 19. “Released Claims” means all claims, rights, demands, liabilities, and causes of action of
2 arising under any federal, state, or local law, or administrative orders based on the facts alleged in the
3 Action or which reasonably arise out of such alleged facts that occurred during the Class Period,
4 including without limitation: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break
5 violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages
6 upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during
7 employment based on the preceding claims; (vi) all claims for the failure to reimburse for necessary
8 business expenses; (vii) all claims for wage statement violations based on the preceding claims; (viii) all
9 claims asserted through California Business & Professions Code §§ 17200, *et seq.* based on the
10 preceding claims, and (ix) civil penalties under the California Private Attorneys General Act (“PAGA”)
11 (Cal. Lab. Code §§ 2698, *et seq.*) based on the preceding claims.

12 20. “Released Parties” means Defendants, together with all of Defendants’ past or present
13 parents, subsidiaries, predecessors, successors, affiliates and related entities, and their respective officers,
14 directors, shareholders, employees, administrators, fiduciaries, trustees, agents, benefit plans, principals,
15 heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and attorneys.

16 21. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
17 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
18 address, telephone number and last four digits of the Social Security Number of the Class Member
19 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
20 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
21 and (v) be faxed or postmarked on or before the Response Deadline.

22 22. “Response Deadline” means the deadline by which Class Members must postmark or
23 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
24 Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial
25 mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day
26 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
27 on which the U.S. Postal Service is open.

28 23. “Settlement Administration Costs” means the costs payable from the Total Settlement

Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Total Settlement Amount, and providing necessary reports and declarations, as requested by the Parties.

24. “Settlement Administrator” means the ILYM Group, Inc. The Parties each represent that they do not have any conflict of interest with the Settlement Administrator.

25. “Total Settlement Amount” means the amount of One Million Dollars (\$1,000,000), to be paid by Defendants in full satisfaction of all Released Claims arising from the Action, including without limitation all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the General Release Payment, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs. This Total Settlement Amount has been agreed to by Plaintiff and Defendants based on the aggregation of the agreed-upon settlement value of individual claims.

26. “Workweeks” means the number of weeks of employment for each Class Member during the Class Period, subtracting weeks on leave of absence, vacation, paid time off, leave due to COVID-19 (if any). A Workweek includes weeks in which a Class Member worked for any period of time. All Class Members will be credited with at least one Workweek.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as follows:

27. Funding of the Total Settlement Amount. Defendants will make a one-time deposit of the Total Settlement Amount of One Million Dollars (\$1,000,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the employer’s share of payroll taxes separately to the Settlement Administrator. After the Effective Date, the Total Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class Representative Enhancement Payment and General Release Payment; (iv) Attorneys’ Fees and Costs; and (v) Settlement Administration Costs. Defendants will deposit the Total Settlement Amount and the employer’s share of payroll taxes within fifteen (15) calendar days of the Effective Date (“Funding Date”). In no event will Defendants be liable for more than the Total Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Total

1 Settlement Amount to Defendants. Defendants will be separately responsible for any employer payroll
2 taxes on the portion of the Individual Settlement Payments allocated to wages, including the employer
3 FICA, FUTA, and SDI contributions, which shall not be paid from the Total Settlement Amount, but
4 which shall be separately paid by Defendants to the Settlement Administrator.

5 28. Attorneys' Fees and Costs. Class Counsel will request attorneys' fees not in excess of
6 one-third (1/3) of the Total Settlement Amount, or Three Hundred Thirty-Three Thousand Three
7 Hundred Thirty-Three Dollars (\$333,333). Defendants agree not to oppose or impede any application or
8 motion by Class Counsel for Attorneys' Fees and Costs of not more than Three Hundred Thirty-Three
9 Thousand Three Hundred Thirty-Three Dollars (\$333,333), plus the reimbursement of all out-of-pocket
10 costs and expenses associated with Class Counsel's litigation and settlement of the Action (including
11 expert/consultant fees, investigations costs, etc.), not to exceed Thirty Thousand Dollars (\$30,000), both
12 of which will be paid exclusively from the Total Settlement Amount by the Settlement Administrator as
13 approved by the Court. Payroll tax withholding and deductions, if any, will not be taken from the Class
14 Counsel's Attorneys' Fees and Costs and instead one or more Forms 1099 will be issued to Class
15 Counsel by the Settlement Administrator with respect to those payments.

16 29. Class Representative Enhancement Payment. Subject to the Court granting final
17 approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will
18 request Court approval of a Class Representative Enhancement Payment of Ten Thousand Dollars
19 (\$10,000). In recognition of his effort and work in prosecuting the Action on behalf of Class Members,
20 Defendants agree not to oppose or impede any application or motion for this payment to Plaintiff. The
21 Class Representative Enhancement Payment will be paid from the Total Settlement Amount and will be
22 in addition to Plaintiff's General Release Payment and Individual Settlement Payment paid pursuant to
23 the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the
24 Class Representative Enhancement Payment. Payroll taxes will not be taken from the Class
25 Representative Enhancement Payment and instead a Form 1099 will be issued to Plaintiff by the
26 Settlement Administrator with respect to the payment. To receive the payment, Plaintiff agrees to a 1542
27 waiver and a general release of all claims as set forth below.

28 30. Settlement Administration Costs. The Settlement Administrator will be paid for the

1 reasonable costs of administration of the Settlement and distribution of payments from the Total
2 Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs,
3 which will be paid from the Total Settlement Amount, will include, *inter alia*, the required tax reporting
4 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
5 Packets, calculating and distributing the Total Settlement Amount, and providing necessary reports and
6 declarations. The Settlement Administration Costs will be paid from the Total Settlement Amount,
7 including, if necessary, any such costs in excess of the amount represented by the Settlement
8 Administrator as being the maximum costs necessary to administer the Settlement. Based on an
9 estimated Settlement Class of an estimated 550 Class Members, the Settlement Administration Costs are
10 currently estimated to be Fifteen Thousand Dollars (\$15,000).

11 31. Labor and Workforce Development Agency Payment. Subject to Court approval, the
12 Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) from the Total Settlement
13 Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to
14 PAGA, Seventy-Five Percent (75%), or Seventy Five Thousand Dollars (\$75,000), of this sum will be
15 paid to the LWDA and Twenty-Five Percent (25%), or Twenty Five Thousand Dollars (\$25,000), will
16 become part of the Net Settlement Amount.

17 32. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
18 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
19 Defendants.

20 33. Individual Settlement Payment Calculations. Individual Settlement Payments will be
21 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
22 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will
23 be made as follows:

24 33(a) Defendants will calculate the total number of Workweeks worked by each
25 Class Member during the Class Period and the aggregate total number of
26 Workweeks worked by all Class Members during the Class Period.

27 33(b) To determine each Class Member's estimated "Individual Settlement
28 Payment," the Settlement Administrator will use the following formula: The

Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value.

33(c) The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.

33(d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

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

35. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

36. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

37. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class

1 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via
2 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
3 List.

4 38. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
5 Administrator will perform a search based on the National Change of Address Database for information
6 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
7 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
8 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
9 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
10 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
11 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
12 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
13 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
14 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
15 objection to the Settlement.

16 39. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
17 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
18 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
19 Class Member worked for Defendants during the Class Period; (v) each Class Member's estimated
20 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
21 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or
22 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
23 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

24 40. Disputed Information on Notice Packets. Class Members will have an opportunity to
25 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
26 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
27 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will
28 decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will

1 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of
2 the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

3 41. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
4 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
5 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
6 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
7 for Exclusion has been timely submitted.

8 42. Escalator. This Settlement is entered based on Defendants' representation that there are
9 45,574 Workweeks at issue up to and including but not after December 31, 2021. If the number of
10 workweeks worked through December 31, 2021 exceeds this amount by more than 5,000, then
11 Defendants will proportionally increase the Total Settlement Amount according to the following
12 formula: Total Number of Workweeks ÷ 45,574 workweeks × Total Settlement Amount.

13 43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
14 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
15 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
16 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
17 Settlement.

18 44. Releases by Participating Class Members. Upon the Funding Date, and except as to such
19 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
20 together and individually, on their behalf and on behalf of their respective heirs, executors,
21 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
22 Parties from each of the Released Claims arising during the Class Period.

23 45. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to
24 void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or
25 more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in
26 writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to
27 rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs
28 incurred to the date of rescission.

1 46. Objection Procedures. To object to the Settlement Agreement, a Class Member must
2 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
3 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
4 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
5 determining that the Notice of Objection is timely. Class Members who fail to object in the manner
6 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
7 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
8 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval
9 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
10 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
11 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
12 Class Members with respect to any such objections to this Settlement. Any Class Member who does not
13 submit a timely written objection to the Settlement, or who fails to otherwise comply with the specific
14 and technical requirements of this section, will be foreclosed from objecting to the Settlement and
15 seeking any adjudication or review of the Settlement, by appeal or otherwise.

16 47. Certification Reports Regarding Individual Settlement Payment Calculations. The
17 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
18 includes the number of Class Members who have submitted valid Requests for Exclusion or objections
19 to the Settlement, and whether any Class Member has submitted a challenge to any information
20 contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for
21 both Parties any updated reports regarding the administration of the Settlement Agreement as needed or
22 requested.

23 48. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
24 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class
25 Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and (iv) Class Counsel.
26 The Settlement Administrator will also issue a payment to itself for Court-approved services performed
27 in connection with the Settlement.

28 49. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment

1 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
2 more than one hundred and eighty (180) calendar days after issuance will be tendered to the State
3 Controller's Office, Unclaimed Property Division.

4 50. Certification of Completion. Upon completion of administration of the Settlement, the
5 Settlement Administrator will provide a written declaration under oath to certify such completion to the
6 Court and counsel for all Parties.

7 51. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
8 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
9 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be
10 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

11 52. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
12 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,
13 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
14 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
15 appropriate government authorities.

16 53. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
17 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
18 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
19 regard.

20 54. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
21 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
22 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
23 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
24 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
25 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
26 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
27 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
28 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE

1 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
2 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
3 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
4 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
5 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
6 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO
7 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
8 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER
9 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
10 ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER
11 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
12 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
13 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
14 AGREEMENT.

15 55. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
16 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
18 action or right herein released and discharged.

19 56. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
20 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
21 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
22 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
23 likewise be treated as void from the beginning.

24 57. Preliminary Approval Hearing. In cooperation with Defendants and subject to
25 availability of Defendants' counsel, Plaintiff will obtain a hearing before the Court to request the
26 Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:
27 (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval
28 of the proposed Settlement Agreement, (iii) setting a date for a final fairness hearing. The Preliminary

1 Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In
2 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement,
3 which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action
4 Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary
5 to obtain preliminary approval.

6 58. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
7 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
8 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
9 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)
10 the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor
11 and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final
12 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class
13 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel
14 will also be responsible for drafting the attorneys' fees and costs application to be heard at the final
15 approval hearing.

16 59. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
17 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
18 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
19 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
20 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or
21 as set forth in this Settlement Agreement.

22 60. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
23 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
24 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
25 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
26 Settlement Agreement. In exchange for this general release, Defendants will pay Plaintiff the sum of
27 Five Thousand Dollars (\$5,000) ("General Release Payment"). The Settlement Administrator will issue
28 an IRS Form 1099 to Plaintiff reflecting his General Release Payment.

1 61. Plaintiff expressly waives any and all rights and benefits conferred upon him by the
2 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are
3 as follows:

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

10 62. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
11 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
12 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

13 63. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
14 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
15 may be deemed binding on the Parties.

16 64. Amendment or Modification. No amendment, change, or modification to this Settlement
17 Agreement will be valid unless in writing and signed by both Parties and their counsel.

18 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
20 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
21 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
22 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
23 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
24 reach agreement on the form or content of any document needed to implement the Settlement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
26 may seek the assistance of the Mediator Louis Marlin or, if necessary, of the Court to resolve such
27 disagreement.

28 66. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

2 67. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
3 will be governed by and interpreted according to the laws of the State of California.

4 68. Execution and Counterparts. This Settlement Agreement is subject only to the execution
5 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
7 copies of the signature page, will be deemed to be one and the same instrument.

8 69. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
9 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
10 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
11 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
12 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
13 fairness and reasonableness of this Settlement, and that this Settlement was reached after participation in
14 an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour class actions.
15 During the mediation, each side was represented by its respective counsel, who were able to agree to
16 settle the Action with the mediator's assistance which resulted in the execution of a Memorandum of
17 Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any
18 other agreements, understandings, or representations between the Parties.

19 70. Invalidity of Any Provision. Before declaring any provision of this Settlement
20 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
21 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
22 valid and enforceable. If any provision or portion of the Settlement Agreement or the application thereof
23 is determined to be invalid by the Court, or by any other interpreting body, the Parties agree that such a
24 determination of invalidity shall not affect other provisions or applications of the Agreement which are to
25 be enforced to the fullest extent permissible by law despite such a determination and thus shall remain in
26 full force and effect.

27 71. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and
28 conditions of this Agreement, the Parties, including Participating Class Members, agree to waive appeals

1 and post-judgment proceedings, subject to the sole exceptions first that Plaintiff or Class Counsel may
2 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court and
3 which Defendants have agreed to through this Settlement Agreement, and second that either party may
4 appeal any court order that materially alters the Settlement Agreement's terms.

5 72. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
6 class action certification for purposes of the Settlement only. If, for any reason, this Settlement is not
7 approved, the stipulation to certification will be void. The Parties further agree that certification for
8 purposes of the Settlement is not an admission that class action certification is proper under the standards
9 applied to contested certification motions and that this Settlement Agreement will not be admissible in
10 this or any other proceeding as evidence that either (i) a class action can be certified or (ii) Defendants are
11 liable to Plaintiff or any Class Member, other than according to this Settlement's terms.

12 73. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
13 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
14 entering into this Settlement, Defendants do not admit, and specifically deny, the allegations alleged
15 through the Action, including without limitation that they violated any federal, state, or local law;
16 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
17 regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any
18 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
19 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
20 negotiations connected with it, will be construed as an admission or concession by Defendants of any
21 such violations or failures to comply with any applicable law, or of any conduct alleged in the Action.
22 Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement
23 and its terms and provisions will not be offered or received as evidence in any action or proceeding to
24 establish any liability or admission on the part of Defendants or to establish the existence of any
25 condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable
26 law.

27 74. No Public Comment: The Parties and their counsel agree that they will not issue any
28 press releases, initiate any contact with the press, respond to any press inquiry, or have any

1 communication with the press about the fact, amount or terms of the Settlement. Nothing in this clause,
2 however, shall prohibit Defendants from reporting on this Settlement Agreement's terms or existence as
3 required by law including without limitation as required pursuant to SEC filings or other public
4 disclosures.

5 75. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
6 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
7 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

8 76. Enforcement Actions. In the event that one or more of the Parties institutes any legal
9 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
10 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
11 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
12 expert witness fees incurred in connection with any enforcement actions.

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

18 78. Representation By Counsel. The Parties acknowledge that they have been represented
19 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
20 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
21 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

22 79. All Terms Subject to Final Court Approval. All amounts and procedures described in
23 this Settlement Agreement herein will be subject to final Court approval.

24 80. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
25 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
26 Settlement Agreement.

27 81. Binding Agreement. The Parties warrant that they understand and have full authority to
28 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully

1 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
2 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
3 otherwise might apply under federal or state law.

4 **READ CAREFULLY BEFORE SIGNING**

5 **PLAINTIFF**

6
7 Dated: _____

Roberto Chinchilla

8
9 **DEFENDANTS CARRIAGE FUNERAL**
10 **HOLDINGS, INC., CARRIAGE SERVICES,**
11 **INC., CARRIAGE CEMETERY SERVICES,**
12 **INC., CARRIAGE CEMETERY SERVICES OF**
13 **CALIFORNIA, INC., CARRIAGE FUNERAL**
14 **SERVICES OF CALIFORNIA, INC., ROLLING**
15 **HILLS MEMORIAL PARK, AND WILSON &**
16 **KRATZER MORTUARIES**

17 Dated: _____

Please Print Name of Authorized Signatory

18 **APPROVED AS TO FORM**

19 **CAPSTONE LAW APC**

20 Dated: _____

21 By: _____

Raul Perez
Attorneys for Plaintiff Roberto Chinchilla

22 **SHOOK, HARDY & BACON, L.L.P.**

23 Dated: _____

24 By: _____

Jason M. Richardson
Attorneys for Defendants Carriage Funeral Holdings,
Inc., Carriage Services, Inc., Carriage Cemetery
Services, Inc., Carriage Cemetery Services of
California, Inc., Carriage Funeral Services of
California, Inc., Rolling Hills Memorial Park, and
Wilson & Kratzer Mortuaries

Exhibit A

Chinchilla v. Carriage Funeral Holdings, Inc., No. STK-CV-UOE-2021-0004661
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN JOAQUIN
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendants Carriage Funeral Holdings, Inc., Carriage Services, Inc., Carriage Cemetery Services, Inc., Carriage Cemetery Services of California, Inc., Carriage Funeral Services of California, Inc., Rolling Hills Memorial Park, and Wilson & Kratzer Mortuaries (“Defendants”) as non-exempt, hourly employees in the State of California at any time from May 19, 2017 through January 5, 2022 excluding those employees previously having released claims (“Class Members”).

On _____, the Honorable Barbara Kronlund of the San Joaquin County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 __.m. on _____, 2022 in Department 10-D of the San Joaquin County Superior Court located at 180 E. Weber Avenue, Stockton, California 95202. You are not required to attend the hearing, but you may do so.

Summary of the Litigation

Plaintiff Roberto Chinchilla, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for all necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On January 5, 2022, the parties participated in a mediation with Louis Marlin, Esq., an experienced and well-respected class action mediator. With Mr. Marlin’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff’s claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,000,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Roberto Chinchilla for his services on behalf of the class, and a General Release Payment of \$5,000 for a release of all claims arising out of his employment with Defendants; (3) \$333,333 in attorneys’ fees and up to \$30,000 in litigation costs and expenses; (4) a \$75,000 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection and accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$15,000. After deducting

the Class Representative Enhancement Payment, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately [REDACTED] will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Each Class Member's settlement payment will be based on the number of Workweeks each Class Member worked in a non-exempt position during the period from May 19, 2017 through [the date of Preliminary Approval or April 5, 2022, whichever is earlier] ("Class Period"). The formula for calculating settlement payments is as follows:

- (a) Defendants will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period ("Total Workweeks").
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the "Workweek Point Value."
- (c) An "Individual Settlement Payment" amount for each Class Member will then be determined by multiplying the individual Class Member's number of Workweeks by the Workweek Point Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment is approximately \$ _____. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims"): All claims, rights, demands, liabilities, and causes of action arising under any federal, state, or local law, or administrative orders based on the facts alleged in the Action or which reasonably arise out of such alleged facts that occurred during the Class Period, including without limitation: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during employment based on the preceding claims; (vi) all claims for the failure to reimburse for necessary business expenses; (vii) all claims for wage statement violations based on the preceding claims; (viii) all claims asserted through California Business & Professions Code §§ 17200, et seq. based on the preceding claims, and (ix) civil penalties under the California Private Attorneys General Act ("PAGA") (Cal. Lab. Code §§ 2698, et seq.) based on the preceding claims.

Option 2 – Opt Out of the Settlement

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2022. If you submit a request for exclusion which is not postmarked or faxed by _____, 2022, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2022. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Joaquin and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 308-2615

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******