

SETTLEMENT AGREEMENT

Subject to final approval by the Court, this settlement agreement is made between Plaintiff Amanda Aguilar (hereinafter “Plaintiff”) on behalf of herself and the Class and Defendants Coleman Worldwide Moving, LLC and Coleman American Companies, Inc. (collectively “Defendants”) (collectively Plaintiff and Defendants are referred to in this Agreement as the “Parties”). This agreement is intended to settle the case entitled *Amanda Aguilar v. Coleman Worldwide Moving, LLC, et al.*, (San Diego Superior Court, Case No. 37-2021-00030018-CU-OE-CTL) (the “Complaint”).

I. DEFINITIONS

In addition to the other terms defined in this agreement, the terms below have the following meaning:

1. **Administration Costs**: The costs incurred by the Settlement Administrator, Simpluris, Inc., to administer this Settlement, which shall not exceed \$4,000. All Administration Costs shall be paid from the Maximum Settlement Amount. If the actual administration costs are less than the amount allocated in this agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
2. **Agreement, Settlement Agreement, or Settlement**: The settlement agreement reflected in this document, titled “Settlement Agreement.”
3. **Aggrieved Employees**: All hourly or non-exempt individuals employed by Defendants in California during May 5, 2020 through July 25, 2022.
4. **Attorneys Fees Award**: The amount of attorneys’ fees approved of by the Court and awarded to Class Counsel. This amount shall not exceed 1/3 (33.33%) of the Maximum Settlement Amount. 1/3 (33.33%) of the Maximum Settlement Amount is \$43,333.33. The Attorneys Fee Award shall be paid from the Maximum Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
5. **Class Period**: July 14, 2017 through July 25, 2022.
6. **PAGA Period**: May 5, 2020 through July 25, 2022.
7. **Class Counsel**: Malte L. L. Farnaes, Christina M. Lucio, and Mitchell J. Murray of Farnaes & Lucio, APC.

8. **Class Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) last known telephone number; (4) social security number; (5) hire and termination dates; and (6) the total number of weeks during which the Class Member worked at least one shift during the Class Period. The Class Data shall be based on Defendant's payroll, personnel, and other business records.
9. **Class Member**: All hourly or non-exempt individuals employed by Defendants in California during the PAGA Period (defined below).
10. **Class Notices**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
11. **Class Representative or Plaintiff**: Amanda Aguilar.
12. **Class Representative Enhancement Payment**: The amount the Court awards to Plaintiff, which will not exceed \$6,500. This payment shall be paid from the Maximum Settlement Amount (defined below). This payment is being offered in consideration for Plaintiff executing a general release of claims against Defendants, a release that is broader than any Participating Class Member will provide in consideration for a settlement share. This payment is also offered in consideration for the Plaintiff's actions in conferring a benefit upon the State of California and the Class, and the time and effort Plaintiff put into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
13. **Cost Award**: The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$7,500. The Cost Award will be paid from the Maximum Settlement Amount and will not be opposed by Defendants. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
14. **Counsel for Defendant**: JoAnna L. Brooks and Damon M. Ott of Littler Mendelson, P.C.
15. **Court**: Superior Court of California for the County of San Diego.
16. **Defendants**: Coleman Worldwide Moving, LLC and Coleman American Companies, Inc.

17. **Disbursement of the Settlement:** Within fifteen (15) calendar days after the Settlement Administrator's receipt of the Maximum Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; and (6) the LWDA Payment to the LWDA.
18. **Effective Final Settlement Date:** The Settlement shall become effective on the date that the Court grants final approval unless there are objector/objections to the settlement, in which case the Effective Final Settlement Date shall be the first regular business day after the appeal period runs (if no appeal is filed) or the first day after all appeals are denied or otherwise finally resolved or decided in favor of the settlement.
19. **Employer Taxes:** Defendant's portion of payroll taxes as the Class Members' current or former employer on the wage portions of the Individual Class Settlement Shares (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc. owed to the appropriate local, state, and federal taxing authorities) to be deducted from the MSA.
20. **Final Judgment or Final Approval:** The final order entered by the Court approving this Agreement.
21. **Funding of Settlement:** Defendants shall wire to the Settlement Administrator the Maximum Settlement Amount no later than fifteen (15) calendar days of the Effective Final Settlement Date.
22. **Maximum Settlement Amount or MSA:** The total value of the Settlement is a non-reversionary \$130,000. This is the maximum amount Defendant can be required to pay under this Settlement Agreement. The MSA includes payment for all attorneys' fees and costs, the Class Representative Enhancement Payment, employer's share of payroll taxes (if any), all PAGA Payments and Class Settlement Payments, penalties, interest, and Administrative Costs. Defendants shall not be required to pay anything greater than the MSA in exchange for the releases set forth herein, as the MSA is an "all in" number.
23. **Individual Class Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Class Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Class Settlement Share automatically, without the return of a claim form.

24. **Individual PAGA Settlement Share(s)**: The amount payable to each Aggrieved Employee under the terms of this Settlement Agreement. Aggrieved Employees are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Also, even if an Aggrieved Employee requests exclusion from the Class Settlement as described in this Agreement, the Aggrieved Employee will receive an Individual PAGA Settlement Share. Therefore, Aggrieved Employees will receive an Individual PAGA Settlement Share automatically, without the return of a claim form and regardless of whether they request to be excluded from the Class Settlement.
25. **LWDA**: California Labor and Workforce Development Agency.
26. **LWDA Payment**: Refers to the seventy-five percent (75%) of the PAGA Payment (\$10,000) that is to be paid to the LWDA as described in this Settlement.
27. **Net PAGA Settlement Amount or NPSA**: The total amount of money for payout to Aggrieved Employees, which is the PAGA Payment less the LWDA Payment.
28. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the MSA less the Attorneys Fee Award, Cost Award, Class Representative Enhancement Payment, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the MSA that will be distributed to Participating Class Members. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Settlement Shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share for the portion of the settlement shares allocated as wages.
29. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
30. **PAGA Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) last known telephone number; (4) social security number; (5) hire and termination dates; and (6) the total number of pay periods during which the Aggrieved Employee worked at least one shift during the PAGA Period as a member of the Aggrieved Employees. The PAGA Data shall be based on Defendant's payroll, personnel, and other business records.
31. **PAGA Payment**: The Parties agree to settle the PAGA claims for \$10,000. 75% of this amount, or \$7,500, shall be paid to the LWDA and is referred to as the PAGA Payment. The remaining 25% of the \$10,000, or \$2,500, shall

become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.

32. **PAGA Settlement**: Refers to the Settlement of PAGA Claims in the Released PAGA Claims for which Aggrieved Employees will receive an Individual PAGA Settlement Payment.
33. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
34. **Parties**: Plaintiff Amanda Aguilar, as an individual and as Class Representative, and Defendants Coleman Worldwide Moving, LLC and Coleman American Companies, Inc.
35. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the Class Settlement.
36. **Released Claims**: any and all claims of any nature and description whatsoever, that are alleged in the Action or could have been asserted based on the legal claims and factual allegations in the Action, including claims under Cal. Lab. Code §§ 201-204, 210, 225.5, 226, 226.2, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1182.12, 2699, 2802, as well as under the Private Attorney General Act, Cal. Lab. Code § 2698, *et seq.* and for unlawful and/or unfair business practices under Cal. Bus. & Prof Code § 17200 *et seq.*, to the extent such claims are predicated on a Released Claim; and any claim for attorneys' fees and costs related to the above-referenced Released claims.
37. **Released Parties**: Coleman Worldwide Moving, LLC, Coleman American Companies, Inc., Coleman Moving Services, LLC, Coleman World Group, LLC, any predecessors and successors in interest, any current or former parent corporations, customers, subsidiary corporations, affiliates, and assigns, companies acquiring any or all of the foregoing entities' assets or capital stock, current or former officers, directors, shareholders, agents, representatives, and employees of the foregoing entities, and insurers and attorneys of any of the foregoing persons or entities.
38. **Response Deadline**: Sixty (60) calendar days from the initial mailing or re-mailing of the Class Notices.
39. **Settlement Administration**: The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Class Notices by first class U.S. mail to all Class Members at the address Defendants have on file for those Class Members to all former employee Class Members at the address resulting from the skip trace. The Class Notices will inform Class Members that they have until the Response

Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

40. **Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is Simpluris, Inc.

II. **RECITALS**

41. A PAGA action complaint against Defendants was filed by Plaintiff in the Superior Court County of San Diego on July 14, 2021 (Case No. 37-2021-00030018-CU-OE-CTL) (the “Complaint”). The Complaint alleged one cause of action against Defendant for Civil Penalties Pursuant to the Private Attorney General Act of 2004 (Cal. Labor Code § 2698, et seq.) The Complaint contained the following allegations: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit paid rest periods; (5) failure to timely pay wages after termination or resignation; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay wages during employment; and (8) failure to reimburse necessary business expenses.
42. The parties met and conferred regarding the case on multiple occasions and then agreed to attend a mediation. Prior to the mediation, Defendants provided class-wide data, documents, and information permitting Plaintiff and her lawyers to fully evaluate class-wide exposure.
43. On April 26, 2022, the Parties participated in a full-day mediation with respected wage and hour mediator, Kristin Rizzo, Esq. The Parties did not reach an agreement at mediation. On May 31, 2022, the mediator made a mediator’s proposal which both Parties accepted on June 2, 2022, resulting in the settlement that is reflected in this Agreement.
44. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
45. **Defendants’ Reasons for Settlement.** Defendant recognizes the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will

continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

46. **Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendants assert a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.
47. **Plaintiff's Claims.** Plaintiff asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Class Members, and Class Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

48. **Maximum Settlement Amount.** Subject to the terms and conditions of this Agreement, the Maximum Settlement Amount that Defendants are obligated to pay under this Settlement Agreement is \$130,000. The MSA includes payment for all attorneys' fees and costs, the Class Representative Enhancement Payment, employer's share of payroll taxes (if any), all PAGA Payments and Class Settlement Payments, penalties, interest, and Administrative Costs. Defendants shall not be required to pay anything greater than the MSA in exchange for the releases set forth herein, as the MSA is an "all in" number.
- A. Escalator Provision:** Defendants represented that, as of April 2022, there were 4,813 workweeks from the Class Period (for the Settlement Class Members). If that number of workweeks from the Class Period increases by more than 15% by the end of the Class Period, Defendants will have the

option to increase the MSA proportionately to the extent that the data point exceeds the 15% threshold. For example, if by the end of the Class Period it is determined that the number of workweeks is 25% higher than was reported in April 2022, then Defendants would have the option to either increase the MSA by 10% or cutoff the Class Period based on the date the 15% threshold is reached.

49. **Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
50. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability.
51. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Amanda Aguilar shall be appointed as representative for the Class.
52. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
53. **Individual Class Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

A. Calculation.

- i. **Individual Class Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendants in California, in an hourly or non-exempt position, based on the Class Data provided by Defendants, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be

credited as a work week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

B. Tax Withholdings. Each Class Member's Individual Settlement Share will be apportioned as follows: 20% wages, 40% interest, and 40% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

54. Individual PAGA Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Settlement Share from the Net PAGA Settlement Amount to each Aggrieved Employee.

A. Calculation.

i. **Individual PAGA Settlement Share Calculation.** Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendants in California based on the PAGA Data provided by Defendants, divided by (ii) the total number of weeks worked by all Aggrieved Employees based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of weeks that he or she worked.

B. Tax Withholdings. Each Aggrieved Employee's Individual PAGA Settlement Share will be apportioned as 100% penalties. The Individual PAGA Settlement Shares shall be reported by IRS 1099 forms.

55. Disbursement of Maximum Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the Maximum Settlement Amount as directed later on herein to the following:

A. To the Named Plaintiff: Class Counsel will file a motion for payment from the MSA of an amount not to exceed \$6,500 to Plaintiff as an enhancement

for her services in this case and for her general release of claims (“Class Representative Enhancement Payment”). Defendants will not oppose a motion for an enhancement payment up to this amount. The effectiveness or validity of this Settlement is not conditioned upon any specific enhancement payment granted by the Court.

- B. To Class Counsel.** Subject to the Court’s approval, all attorneys’ fees, costs, and expenses will be paid from the MSA. Defendants will not object to Plaintiffs’ attorneys’ fees request not to exceed 1/3 (33.33%) of the MSA and a cost award not to exceed \$7,500, and Plaintiff/Class Counsel agree to seek no more than these amounts. Payroll tax withholding and deductions will not be taken from the Attorneys Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorneys Fee Award. In the event the Court does not approve the entirety of the application for the attorneys’ fees, costs, and expenses award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the attorneys’ fees, costs, and expenses award, the difference shall become part of the NSA and be available for distribution to Participating Class Members. The effectiveness or validity of this Settlement is not conditioned upon any specific fees/costs awarded by the Court.
- C. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members’ portion of normal payroll withholding taxes out of each Class Member’s Individual Class Settlement Share. Defendants’ portion of payroll taxes as the current or former employer (including the employer’s payment of applicable FICA, FUTA, and SUI contributions, etc.) to be deducted from the MSA. The Settlement Administrator will calculate the amount of the Participating Class Members’ and Defendants’ portion of payroll withholding taxes and will forward the amount of the Participating Class Members’ portion of normal payroll withholding taxes to the appropriate taxing authorities.
- D. To the Settlement Administrator.** The Settlement Administrator – Simpluris, Inc. – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$4,000. This will be paid out of the Maximum Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- E. To the LWDA.** The total sum available for payment of PAGA penalties shall be Ten Thousand Dollars and No Cents (\$10,000). Seventy-five

percent (75%) of this sum will be paid to the LWDA. The remaining 25% will be distributed among the Aggrieved Employees, regardless of whether they opt out of the Class settlement. If the Court requires that a larger portion of the MSA be allocated to PAGA penalties, that shall not be a basis for Plaintiff to vitiate the Agreement, and any additional amount required to be allocated to PAGA shall come from the NSA and shall not require an increase in the MSA.

F. To Participating Class Members. The Settlement Administrator will pay an Individual Class Settlement Share from the Net Settlement Amount to each Participating Class Member.

G. To Aggrieved Employees. The Settlement Administrator will pay an Individual PAGA Settlement Share from the Net PAGA Settlement Amount to each Aggrieved Employees. The Aggrieved Employees may not opt out of the PAGA Settlement or the PAGA Release.

56. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Simpluris, Inc. shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to Class Members and Aggrieved Employees; performing skip traces and re mailing notices to Class Members and Aggrieved Employees; calling Class Members and Aggrieved Employees with undeliverable notices to obtain accurate addresses; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's and Aggrieved Employee's Individual Settlement Share; maintaining a website which will include settlement documents; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and re mailing Individual Settlement Shares to Participating Class Members and Aggrieved Employees; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorneys' Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State of California unclaimed property fund in the name of the Class Member or Aggrieved Employee; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Simpluris, Inc. or otherwise have a relationship with Simpluris, Inc. that could create a conflict of interest.

57. Procedure for Approving Settlement.

A. Motion for Preliminary Approval and Conditional Certification.

- i. On or before the date Plaintiff files her Motion for Preliminary Approval, Plaintiff will file a First Amended Complaint for the purpose of facilitating the settlement of the Action on a class-wide basis that alleges: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit paid rest periods; (5) failure to timely pay wages after termination or resignation; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay wages during employment; (8) failure to reimburse necessary business expenses; and (9) Civil Penalties Pursuant to the Private Attorney General Act of 2004 (Cal. Labor Code § 2698, et seq.). Class Counsel will provide a copy for Defendants' review and approval before filing.
- ii. Plaintiff will move for an order: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) setting a date for the Final Approval hearing; and (4) approving the Class Notice.
- iii. At the same time that Plaintiff files her Motion for Preliminary Approval, Plaintiff shall send a copy of the Agreement to the LWDA pursuant to the 2016 amendments to PAGA.
- iv. At the Preliminary Approval hearing, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- v. **Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorneys' Fee Award, Administration Costs, and Plaintiff's Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement

Agreement. Any order or proceeding relating to an application for the Attorneys' Fee Award, Administration Costs, and Plaintiff's Representative Service Award shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys' Fee Award, Administration Costs, and Plaintiff's Class Representative Enhancement Payment.

B. Notice to Class Members and Aggrieved Employees. After the Court enters its Preliminary Approval Order, every Class Member and Aggrieved Employee will be provided with the Class Notice in accordance with the following procedure:

- i. Delivery of Class and PAGA Data.** Within thirty (30) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list the following information for each Class Member and Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) last known telephone number; (4) social security number; (5) hire and termination dates; and (6) the total number of weeks during which the Class Member and/or Aggrieved Employee performed any actual work during the Class Period and/or PAGA Period as a member of the Class and/or as an Aggrieved Employee. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Class Data shall be based on Defendants' payroll, personnel, and other business records. The Settlement Administrator shall maintain the Class Data and all information contained within the Class Data as private and confidential.
- ii. Preparation of Class Notices.** Based on the information in the Class and PAGA Data and the formula set forth in Paragraph 57(B)(i), above, the Settlement Administrator shall promptly calculate the estimated Individual Settlement Share for every Class Member and Aggrieved Employee, to be included in the individualized Class Notices to be sent to that Class Member and/or Aggrieved Employee, and shall prepare and mail a spreadsheet setting forth those calculations to Class Counsel and Defense Counsel no fewer than five (5) days before mailing the Class Notices to Class Members and Aggrieved Employees. The Class Notices will inform each Class Member of his/her right to do nothing, dispute the number of work weeks worked, opt out of the Settlement, or object to the Settlement. It will also inform

Class Members that if they first request exclusion from the Settlement and then object, the objections would not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection.

- iii. **Mailing of Class Notices.** Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database. Within fourteen (14) calendar days after receipt of the Class and PAGA Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice to all identified Class Members and Aggrieved Employees using the mailing address information provided by Defendants and updated using the National Change of Address Database.
- iv. **Returned Notices.** If a Class Notice is returned because of an incorrect address, within five (5) business days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database, direct contact, and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found. There shall be no obligation to re-mail a Class Notice more than one time. For each Class Notice that is re-mailed, the Class Member and/or Aggrieved Employees shall have sixty (60) days from the date the Class Notice is re-mailed to respond.
- v. **Weekly Status Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

- vi. **Settlement Administrator's Declaration.** No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

C. Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline.

- a. **Format.** Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.
- b. **Notice of Intent to Appear.** Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

D. Request for Exclusion from the Settlement ("Opt-Out"). The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion by no later than the Response Deadline. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

- i. **Effect of “Opt-Out.”** Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Class Settlement Share or any benefit of this Settlement. If the Class Member is also an Aggrieved Employee as defined in this Agreement, he or she will still be bound by the PAGA Settlement and will receive an Individual PAGA Settlement Share as approved by the Court. Aggrieved Employees have no rights to opt-out of the PAGA Settlement.
- ii. **Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member’s identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Class Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Class Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.
- iii. **Report.** No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- iv. **Opt-Out Fuse.** If Plaintiff or more than eight percent (8%) of the Settlement Class Members opt out, Defendants will have the absolute right (but not the obligation) in their sole discretion to terminate this Settlement. If Defendants exercise their right to terminate, the Settlement will be void ab initio and of no force or effect, and will not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural. In addition, none of the Parties to this Settlement will be deemed to have waived or assigned any claims, objections, defenses, or arguments in this action, including with

respect to the issue of class certification. In the event Defendants exercise the option to terminate this Settlement, Defendants shall be responsible for the Administrative Costs actually incurred by the settlement administrator.

E. Class Member and Aggrieved Employee Disputes. If a Class Member or Aggrieved Employee who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member or Aggrieved Employee may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member or Aggrieved Employee contends he or she worked for Defendants during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or Aggrieved Employee to Defendants. Defendants shall review its records, the documentation provided by the Class Member or Aggrieved Employee, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendants' records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or Aggrieved Employee and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

F. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member and/or Aggrieved Employee to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

G. Motion for Final Approval.

- i. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorneys' Fee Award; (2) Administrative Costs; (3) the Plaintiff's Class Representative Enhancement Payment; and (4) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Participating Class Members and Aggrieved Employees.
- ii. **Denial or Appeal of Final Approval.** If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate

review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Maximum Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Plaintiff's Class Representative Enhancement Payment, Attorneys' Fee Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- iii. **Proposed Order and Judgment.** Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

H. Waiver of Right to Appeal. Provided that the judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the judgment will become non-appealable at the time it is entered. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys' Fee Award, Administration Costs, and Plaintiff's Representative Enhancement Payment. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

I. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the judgment such that there is a material modification to the Settlement Agreement, and that Court's decision is not completely reversed and the judgment is not fully affirmed on review by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Maximum Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

J. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Maximum Settlement Amount. The Settlement Administrator shall respond to questions from Defendants' Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- i. Funding the Settlement:** Defendants shall wire to the Settlement Administrator the Maximum Settlement Amount no later than fifteen (15) calendar days of the Effective Final Settlement Date.
- ii. Disbursement:** Within fifteen (15) calendar days after the Defendants wires the MSA to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be paid to Aggrieved Employees; (3) the Attorneys' Fee Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Plaintiff's Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendants' portion of payroll taxes as the Class Members' current or former employer.
- iii. Qualified Settlement Fund or QSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

K. Settlement Administrator's Final Report. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. The Parties shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

L. Uncashed Checks. Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

i. Reminder Postcard. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

ii. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the State of California Unclaimed Property Fund (or similar agency) in the names of each Settlement Class Member whose check is un-cashed.

M. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the Maximum Settlement Amount.

58. Release of Claims. As of the Effective Final Settlement Date and Defendants' funding of the MSA, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Class Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims.

59. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date and Defendants' funding of the MSA, and in exchange for the Class Representative Enhancement Payment to the named Plaintiff in an amount not to exceed \$6,500, Plaintiff Amanda Aguilar shall give the following general release of claims for herself and her respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of their signatures on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for, or

termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which 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.

This release excludes any release of any claims not permitted to be released by law.

60. Miscellaneous Terms

- A. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- B. No Effect on Employee Benefits.** The Plaintiff's Class Representative Enhancement Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members and/or Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members or Aggrieved Employees. The Parties agree that any Class Plaintiff's Class Representative Enhancement Award and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members and/or Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' and/or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Plaintiff's Class Representative Enhancement Award shall not be considered "compensation" in any year for purposes of determining eligibility for, or

benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

- C. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- D. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- E. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- F. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.
- G. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

- H. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- I. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- J. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- K. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- L. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, such Class Member assumes all responsibility for the payment of such taxes.
- M. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- N. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found

unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

O. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

P. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Q. Confidentiality. Except as explicitly provided for herein (see section called "Enforceability") the terms of this Settlement will be kept confidential until they are finally memorialized in a complete settlement agreement and filed with the Court for preliminary approval. Class Counsel shall do nothing to publicize this Settlement or use it for marketing purposes, including on web sites and on the Internet and in any form of electronic or no-electronic press whatsoever, although this confidentiality obligation shall not be construed to interfere with Class Counsel's communications with Settlement Class Members and/or Aggrieved Employees and will not preclude Class Counsel from referring to the Settlement in any future Court filings in support of class certification and/or prevailing party attorneys' fees and/or settlement approval.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: Aug 4, 2022

AMANDA AGUILAR

Q.

Dated: _____

**COLEMAN WORLDWIDE MOVING, LLC.
AND COLEMAN AMERICAN COMPANIES
INC.**

Name:

Title:

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- Q. Confidentiality.** Except as explicitly provided for herein (see section called "Enforceability") the terms of this Settlement will be kept confidential until they are finally memorialized in a complete settlement agreement and filed with the Court for preliminary approval. Class Counsel shall do nothing to publicize this Settlement or use it for marketing purposes, including on web sites and on the Internet and in any form of electronic or no-electronic press whatsoever, although this confidentiality obligation shall not be construed to interfere with Class Counsel's communications with Settlement Class Members and/or Aggrieved Employees and will not preclude Class Counsel from referring to the Settlement in any future Court filings in support of class certification and/or prevailing party attorneys' fees and/or settlement approval.

IV. EXECUTION BY PARTIES AND COUNSEL

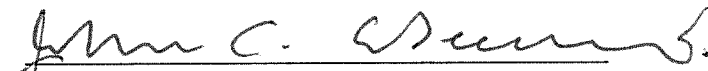
The Parties and their counsel execute this Agreement.

Dated: _____

AMANDA AGUILAR

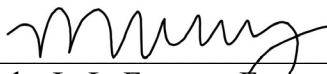
Dated: 8/15/22

COLEMAN WORLDWIDE MOVING, LLC.
AND COLEMAN AMERICAN COMPANIES
INC.


Name: John C. Coleman
Title: Vice President

Dated: August 4, 2022

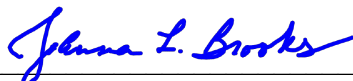
FARNAES & LUCIO, APC



Malte L. L. Farnaes, Esq.
Christina M. Lucio, Esq.
Mitchell Murray, Esq.
Attorneys for Plaintiff, on behalf of herself, and all
others similarly situated

Dated: August 19, 2022

LITTLER MENDELSON, P.C.



JoAnna L. Brooks, Esq.
Damon M. Ott, Esq.
Attorneys for Defendant

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Amanda Aguilar v. Coleman Worldwide Moving, LLC, et al.
San Diego Superior Court Case No. 37-2021-00030018-CU-OE-CTL

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Coleman Worldwide Moving, LLC and Coleman American Companies, Inc. (collectively, “Coleman” or “Defendants”) for alleged wage and hour violations. The Action was filed by a former employee, Amanda Aguilar (“Plaintiff”), and seeks payment of back wages, penalties, interest, and attorneys’ fees for a class of hourly or non-exempt employees who were employed by Coleman during the period from May 5, 2020 to July 25, 2022 (“Class Members”) and worked during the Class Period (July 14, 2017 to July 25, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly or non-exempt employees who were employed by Coleman during the PAGA Period (May 5, 2020 to July 25, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Coleman to fund Individual Class Settlement Shares, and (2) a PAGA Settlement requiring Coleman to fund Individual PAGA Settlement Shares and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Coleman’s records, and the Parties’ current assumptions, **your Individual Class Settlement Share is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Settlement Share is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Coleman’s records showing that **you worked [REDACTED] workweeks** during the Class Period (July 14, 2017 to July 25, 2022) and **you worked [REDACTED] pay periods** during the PAGA Period (May 5, 2020 to July 25, 2022). If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Coleman to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Coleman.

If you worked for Coleman during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Settlement Share and/or an Individual PAGA Settlement Share. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Coleman.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Settlement Share. You will, however, preserve your right to personally pursue wage claims against Coleman, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Settlement Share. You cannot opt-out of the PAGA portion of the proposed Settlement.

Coleman will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Settlement Share and an Individual PAGA Settlement Share. In exchange, you will give up your right to assert the wage claims against Coleman that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Settlement Share. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Coleman must pay Individual PAGA Settlement Shares to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amount of the Settlement or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Settlement Share and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Coleman's records is stated on the first page of this Notice. If you disagree with either of these

	numbers, you must challenge it by _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Coleman employee. The Action accuses Coleman of violating California labor laws by failing to pay minimum wages, overtime wages, wages due upon termination, timely wages during employment and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Malte L. L. Farnaes, Christina M. Lucio, and Mitchell J. Murray of Farnaes & Lucio, APC (“Class Counsel.”)

Coleman strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Coleman or Plaintiff is correct on the merits. In the meantime, Plaintiff and Coleman hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Coleman have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Coleman does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Coleman has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Coleman Will Pay \$130,000 as the Maximum Settlement Amount. Coleman has agreed to deposit the Maximum Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Maximum Settlement Amount to pay the Individual Class Settlement Shares, Individual PAGA Settlement Shares, Class Representative Enhancement Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Coleman will fund the Maximum Settlement Amount not more than 15 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Maximum Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the

Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$ 43,333 (33.33% of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$7,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$6,500 as a Class Representative Enhancement Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Enhancement Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Settlement Share and Individual PAGA Settlement Share.
- C. Up to \$4,000 to the Administrator for services administering the Settlement.
- D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Settlement Shares to the Aggrieved Employees based on their PAGA Period pay periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement Amount (the "Net Settlement Amount") by making Individual Class Settlement Shares to Participating Class Members based on their Class Period workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Coleman are asking the Court to approve an allocation of 20% of each Individual Class Settlement Share to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Settlement Shares are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Settlement Shares and the Non-Wage Portions of the Individual Class Settlement Shares on IRS 1099 Forms.

Although Plaintiff and XYZ have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Settlement Shares and Individual PAGA Settlement Shares will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED] ("Response Deadline"), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement

electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Settlement Shares, but will preserve their rights to personally pursue wage and hour claims against Coleman.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Settlement Shares and are required to give up their right to assert PAGA claims against Coleman based on the facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Coleman have agreed that, in either case, the Settlement will be void: Coleman will not pay any money and Class Members will not release any claims against Coleman.
8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Coleman has fully funded the Maximum Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Coleman or related entities for wages and/or PAGA penalties based on facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the court of the Action including any and all claims involving any alleged failure to: (a) pay minimum wage; (b) pay overtime wages; (c) provide meal periods; (d) provide rest breaks; (e) timely pay wages after termination or resignation; (f) provide accurate itemized wage statements; (g) timely pay wages during employment; and (h) reimburse necessary business expenses, as well as for civil penalties under the Private Attorney General Act, Cal. Lab. Code § 2698, *et seq.* and for unlawful and/or unfair business practices under Cal. Bus. & Prof Code § 17200 *et seq.*, to the extent such claims are predicated on claims that were alleged or reasonably could have been alleged in the Operative Complaint. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Coleman has paid the Maximum Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Coleman, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against

Coleman or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action including any and all claims involving any alleged failure to: (a) pay minimum wage; (b) pay overtime wages; (c) provide meal periods; (d) provide rest breaks; (e) timely pay wages after termination or resignation; (f) provide accurate itemized wage statements; (g) timely pay wages during employment; and (h) reimburse necessary business expenses.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Settlement Shares. The Administrator will calculate Individual Class Settlement Shares by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Settlement Shares. The Administrator will calculate Individual PAGA Settlement Shares by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Coleman's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Coleman's calculation of Workweeks and/or Pay Periods based on Coleman's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Coleman's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Settlement Share and the Individual PAGA Settlement Share.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Settlement Share check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Amanda Aguilar v. Coleman Worldwide Moving, LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Coleman are asking the Court to approve. At least [REDACTED] days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website [REDACTED] or the Court's website <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Enhancement Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Amanda Aguilar v. Coleman Worldwide Moving, LLC, et al.* and include your name, current address, telephone number, and approximate dates of employment for Coleman and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department C-65 of the San Diego Superior Court, located at 330 West Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

You can attend (or hire a lawyer to attend) either personally or virtually via LA Court Connect (<https://www.sdcourt.ca.gov/virtualhearings>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Coleman and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case Number for the Action, Case No. 37-2021-00030018-CU-OE-CTL. You can also make an appointment to personally review court documents in the Clerk's Office at the Hall of Justice.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Mitchell J. Murray

Email Address: mitch@farnaeslaw.com

Name of Firm: Farnaes & Lucio, APC

Mailing Address: 2235 Encinitas Blvd., Ste. 210, Encinitas, CA 92024

Telephone: (760) 942-9432

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund [REDACTED] for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.