

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs Aaron Hallum and Amy Ramos (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant FCA US, LLC (“Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by James R. Hawkins and Christina Lucio of James Hawkins APLC and Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Ryan H. Crosner and Catherine L. Brackett of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. (“Defense Counsel”).

On December 5, 2019, Plaintiff Hallum filed a class action complaint against Defendant in San Bernardino County Superior Court, titled *Aaron Hallum v. FCA US, LLC, doing business as Fiat Chrysler Automobiles*, Case No. CIVDS1936782 (the “Action”). On February 13, 2020, Plaintiff Hallum filed a separate representative action complaint against Defendant in San Bernardino County Superior Court, titled *Aaron Hallum v. FCA US, LLC, doing business as Fiat Chrysler Automobiles*, Case No. CIVDS2004634 (the “PAGA Action”). On September 8, 2021, Plaintiff Ramos filed a class action complaint against Defendant in San Bernardino County Superior Court, titled *Amy Ramos v. FCA US LLC*, Case No. CIVSB2125996. On November 25, 2021, Plaintiff Ramos filed a first amended complaint in the *Ramos* action, adding a cause of action for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq* (“PAGA”).

On March 20, 2023, Plaintiffs filed a consolidated First Amended Complaint (“FAC”) in the Action, naming Plaintiff Ramos as an additional named plaintiff and consolidating all legal and factual allegations in the Action and the *Ramos* action. On April 11, 2023, the *Ramos* action was dismissed in its entirety, without prejudice. The FAC alleges that Defendant: (1) failed to pay all wages owed; (2) failed to provide all lawful meal periods; (3) failed to authorize and permit all lawful rest periods; (4) failed to timely pay wages owed upon separation from employment; (5) failed to furnish accurate itemized wage statements; (6) violated California’s unfair competition laws; and (7) is liable for PAGA civil penalties.

As a material term of this Settlement, the Parties agree that Plaintiffs will submit a supplemental letter to the California Labor and Workforce Development Agency (“LWDA”) to clarify the scope of Plaintiffs’ PAGA cause of action and exhaust administrative remedies for a claim pursuant to PAGA based on the following claims and/or theories of liability: failure to pay all wages owed during employment in violation of Labor Code section 204; failure to maintain all requisite payroll and personnel records in violation of Labor Code section 1174; and failure to reimburse all reasonable and necessary business expenses related to personal cell phone use and purchase of equipment, uniforms, and/or footwear in violation of Labor Code section 2802 (the “Clarified Claims”). Following Plaintiffs’ supplemental exhaustion of their pre-filing requirements, the Parties shall stipulate to, and Plaintiffs will file, a Second Amended Complaint (“SAC”) in the Action, incorporating all factual allegations and causes of action alleged in the Action and the PAGA Action, and additionally clarifying that Plaintiffs also seek to recover for all unpaid amounts, statutory penalties, and civil penalties based on the Clarified Claims. Following

the filing of the SAC in the Action, Plaintiff Hallum will seek dismissal of the PAGA Action, without prejudice.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to conditional certification of the following Settlement Class:

All current and former non-exempt employees of Defendant who worked in California during the time period from December 5, 2015, through and including July 9, 2023 (the “Class Period”). Should any Settlement Class member be incompetent, deceased, or unavailable due to military service, the Settlement Class shall include that person’s legal representative or successor in interest evidenced by reasonable verification.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement. The Parties agree that this stipulation to class certification is for purposes of this Settlement only.

2. **Release by Settlement Class Members and Plaintiffs.** Plaintiffs and every member of the Settlement Class (except those who validly opt out as provided in paragraph 9D herein) will fully release and discharge Defendant and its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the “Released Parties”), as follows:

- A. All Settlement Class members who do not timely opt out will release and discharge the Released Parties from all causes of action and factual or legal theories that were alleged in the operative complaint in the Action, or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint in the Action, including all of the following claims for relief: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate, and/or properly formatted wage statements; (e) waiting time penalties; (f) failure to timely pay all wages during employment; (g) failure to maintain all required payroll and personnel records; (h) failure to reimburse all reasonable and necessary business expenses related to personal cell phone use and purchase of equipment, uniforms, and/or footwear; (i) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of

action, or legal theories of relief pleaded in the operative complaint in the Action; (j) all claims under the Private Attorneys General Act of 2004 as set forth in Plaintiffs' amended PAGA Notices to the LWDA that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint in the Action (the "PAGA Released Claims"); (k) any other claims or penalties under the wage and hour laws pleaded in the operative complaint in the Action; and (l) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Action (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. Defendant shall be entitled to a release of the Released Claims which occurred during the Class Period only during such time that the Settlement Class member was classified as non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

It is understood and acknowledged that all current and former non-exempt employees of Defendant who worked in California during the time period from December 5, 2018 through and including July 9, 2023 (the "PAGA Aggrieved Employees"), will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion from the Settlement. All PAGA Aggrieved Employees shall be deemed to have released all claims for civil penalties under the PAGA against the Released Parties with respect to the underlying claims pled in the operative complaint in the Action or Plaintiffs' letters to the LWDA, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the time period December 5, 2018 through and including July 9, 2023 (the "PAGA Period"). The period of this release shall extend to the limits of the PAGA Period.

- B. In light of Plaintiffs' Class Representative Enhancement Awards, Plaintiffs agree to release, as individuals and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be

construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The “Effective Date” of this Settlement is the date on which the Settlement is approved and the Court’s order approving the Settlement (“Judgment”) becomes final. For purposes of this agreement, the Court’s Judgment “becomes final” upon the later of: (i) if there are no timely objections filed, or if any timely objections have been withdrawn, then the date the Court signs an Order granting Final Approval of this Settlement; (ii) if an objection is filed and not withdrawn, but no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (this time period shall not be less than 60 calendar days after the Court’s Judgment is entered); (iii) the date the affirmance of any appeal of the Judgment becomes final under the California Code of Civil Procedure; or (iv) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Maximum Settlement Amount” of Three Million Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$3,825,000.00) plus the employer’s share of applicable payroll taxes, in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. Defendant will fund the Maximum Settlement Amount within forty five (45) calendar days after the Effective Date, which shall be deposited with the Settlement Administrator and held in an established Qualified Settlement Fund (“QSF”).
- C. Under no condition will Defendant’s aggregate liability exceed the Maximum Settlement Amount, except as to the employer’s share of payroll taxes, which shall be paid separately and in addition to the Maximum Settlement Amount. At no time shall Defendant have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds prior to the date such funds are deposited with the Settlement Administrator into the QSF.
- D. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All awards (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than \$6,250.00;
 - (3) Up to \$10,000.00 each for Plaintiffs’ Class Representative Enhancement Awards in recognition for Plaintiffs’ contributions to the Action and service to the Settlement Class. These enhancement payments are in addition to the

payment to which Plaintiffs are entitled as Settlement Class members. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Awards, Plaintiffs shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;

- (4) Up to one-third of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$1,275,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$60,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
- (5) One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$75,000.00, will be payable to the LWDA, and the remaining 25%, or \$25,000.00, will be payable to the PAGA Aggrieved Employees as the "PAGA Amount."

- E. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.
- G. **Escalator Clause.** Defendant represents that there are approximately 254 potential Settlement Class members who worked an estimated 54,493 aggregate workweeks from December 5, 2015 through the date of the Parties' mediation on March 15, 2023 ("Data Period"). If the actual number of aggregate workweeks worked by the Settlement Class members during the Data Period exceeds this figure by more than 10% (i.e., if there are 59,943 or more aggregate workweeks worked by the Settlement Class members during the Data Period), Defendant shall increase the Maximum Settlement Amount on a proportional basis (e.g., if there was a 12% increase in the number of aggregate workweeks, Defendant shall increase the Maximum Settlement Amount by 12%).

4. **Awards to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive an award ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees,

Class Counsel's costs and expenses, the Class Representative Enhancement Awards, the Settlement Administrator's fees and expenses for administration, and the 75% portion of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:
- i. PAGA Amount: The \$25,000.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the aggregate number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.
 - ii. Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendant at any time between December 5, 2018 and the close of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period compared to the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.
 - iii. Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between December 5, 2016 and the close of the Class Period.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- C. Within 10 business days following the full funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award, and will

prepare and mail the Individual Settlement Awards to the participating Settlement Class members. The Parties and their respective counsel shall not bear any responsibility for unintentional errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

- D. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Award shall be allocated as follows: Ninety Percent (90%) as penalties and interest; and Ten Percent (10%) as wages. The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Awards allocated as unpaid wages, which will be deducted from their Individual Settlement Awards. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement. To the extent that this Settlement Agreement is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any employee tax obligations regarding the allocation of the Maximum Settlement Amount or any payment made pursuant to this Settlement Agreement.
- E. Defendant shall fully discharge its obligations to the participating Settlement Class members through the mailing of an Individual Settlement Award, regardless of whether such checks are actually received and/or negotiated by the recipients. Uncashed Individual Settlement Award checks will not be re-issued, except for good cause and as mutually agreed upon by the Parties in writing. Each member of the Settlement Class who receives an Individual Settlement Award must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within 180 days of mailing to a Settlement Class member shall be transferred to Legal Aid Society of San Bernardino, the Parties’ agreed-upon *cy pres* designee.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$1,275,000.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$60,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work

performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement Administrator for the fees and costs award approved by the Court. Except as specified in this paragraph, the Parties will otherwise each bear their own attorneys' fees and litigation costs.

6. **Class Representative Enhancement Award.** Defendant will not object to a request for Class Representative Enhancement Awards in the amount of \$10,000.00 each (\$20,000.00 total) for Plaintiffs' time and risk in prosecuting this case, Plaintiffs' service to the Settlement Class, and in exchange for Plaintiffs' general release of claims. These awards will be in addition to Plaintiffs' Individual Settlement Awards as Settlement Class members, and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant agrees to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiffs seeking approval to pay up to \$6,250.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for establishing a QSF into which it shall deposit and hold the payment from Defendant comprising the Maximum Settlement Amount, maintaining its own employer taxpayer ID number, sending Notice Packets to the Settlement Class members, calculating Individual Settlement Awards and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Awards have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing James R. Hawkins and Christina Lucio of James Hawkins APLC and Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiffs Aaron Hallum and Amy Ramos as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class Action Settlement and Notice of Individual Settlement Award, and which was mutually drafted and agreed upon by the Parties prior to submission to the Court for approval), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator, on a confidential basis, with the following information for each Settlement Class member: name, last known address, last known telephone number, social security number or other taxpayer identification number, and number of weeks worked during the Class Period (to the extent all such information is available) (the “Class List”).
- B. Within ten (10) business days from receipt of the Class List, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet and return-postage-paid envelope to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto within three (3) business days of receipt. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the return mail. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Award. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. A reminder postcard shall be mailed to the Settlement Class members thirty (30) days after the initial Notice Packet mailing date.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion

by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number (or other taxpayer identification number) of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number (or other taxpayer identification number) will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, except as to that portion of the Settlement and final judgment dedicated to alleged violations of the PAGA and associated penalties.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.
 - iii. PAGA Aggrieved Employees. All PAGA Aggrieved Employees employed by Defendant during the PAGA Period shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the Settlement Class.
 - iv. Defendant's Right to Rescind. Notwithstanding any other provision of this Settlement Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement if more than ten percent (10%) of the putative Settlement Class members validly exclude themselves from the Settlement. Defendant shall communicate its decision to nullify the Settlement Agreement pursuant to this paragraph in writing to the Settlement Administrator and Class Counsel no later than ten (10) calendar days after the Response Deadline. In the event that Defendant elects to exercise this right, Defendant shall be solely responsible for paying all costs incurred by the Settlement Administrator through the date that Defendant communicates its decision to nullify the Settlement Agreement in writing to the Settlement Administrator and Class Counsel.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection

with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defense Counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

- F. Notice of Individual Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used to calculate the Individual Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Award, to provide documentation and/or an explanation to show contrary information. Defendant's workweek data will be presumed to be correct unless a particular Settlement Class member proves otherwise to the Settlement Administrator by credible written evidence. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement, and the Settlement Administrator's decision on all workweek disputes will be final and non-appealable. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded to any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Awards, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability, wrongdoing, or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement

Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152. Defendant denies Plaintiffs' claims and allegations alleged in the Action and any and all liability, fault, and the existence or applicability of any damages or penalties of any kind whatsoever. This Settlement Agreement may however be used as an affirmative defense or bar, in whole or in part, to any future claims.

12. **Non-Disclosure and Non-Publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement, including the fact of the Settlement, or its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Plaintiffs and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other unrelated actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of the Action (but not any other settlement details) for such purposes.

13. **Unalleged Claims.** Plaintiffs and Class Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaint in the Action. Plaintiffs and Class Counsel further represent that, other than the Action, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiffs and Class Counsel further represent that, other than the currently pending litigation, they do not currently know of or represent any persons who have expressed an interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand, and agree that the representations described in this paragraph are essential to the Settlement Agreement, and that this Settlement Agreement would not have been entered into were it not for this representation.

14. **Tolling of Five Year Rule.** The Parties agree to stay and extend the Five Year Rule to bring the Action to trial under California Code of Civil Procedure section 583.310 pending the Court's ultimate determination on Plaintiff's Motion for Final Approval of this Settlement. The stay shall run from the date this Settlement Agreement is fully executed through the date the Court enters an order granting final settlement approval or denying the motion for final settlement approval with prejudice, whichever is first, and the Five Year Rule deadline shall be extended proportionately to the duration of the stay.

15. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this

Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs: Paul K. Haines of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
phaines@haineslawgroup.com

if to Defendant: Ryan H. Crosner of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200, Los Angeles, CA 90071
Ryan.Crosner@ogletreedeakins.com

18. **Judgment and Continued Jurisdiction.** After the Court enters Judgment of Final Approval of the Settlement, the Parties agree that the Court will have continuing jurisdiction, pursuant to California Code of Civil Procedure section 664.6, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

AARON HALLUM

Dated: 10/13/2023

DocuSigned by:

6716DB68448C450

Aaron Hallum, Plaintiff

AMY RAMOS

Dated: _____

Amy Ramos, Plaintiff

FCA US, LLC

Dated: _____

By: _____
Its: _____
For FCA US, LLC, Defendant

APPROVED AS TO FORM:

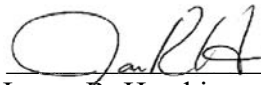
Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

Dated: 10/13/2023

JAMES HAWKINS APLC

By:  _____
James R. Hawkins
Christina Lucio
Attorneys for Plaintiffs

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By: _____
Ryan H. Crosner
Catherine L. Brackett
Attorneys for Defendant

AARON HALLUM

Dated: _____

Aaron Hallum, Plaintiff

AMY RAMOS

Dated: 11/15/23



Amy Ramos (Nov 15, 2023 06:13 PST)
Amy Ramos, Plaintiff

FCA US, LLC

Dated: _____

By: _____
Its: _____
For FCA US, LLC, Defendant

APPROVED AS TO FORM:

Dated: 11/15/2023

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

Dated: _____

JAMES HAWKINS APLC

By: _____
James R. Hawkins
Christina Lucio
Attorneys for Plaintiffs

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By: _____
Ryan H. Crosner
Catherine L. Brackett
Attorneys for Defendant

AARON HALLUM

Dated: _____

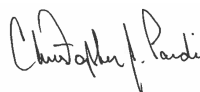
Aaron Hallum, Plaintiff

AMY RAMOS

Dated: _____

Amy Ramos, Plaintiff

FCA US, LLC



Dated: November 6, 2023

By: Christopher J. Pardi
Its: Senior Vice President, General Counsel
For FCA US, LLC, Defendant

APPROVED AS TO FORM:

Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

Dated: _____

JAMES HAWKINS APLC

By: _____
James R. Hawkins
Christina Lucio
Attorneys for Plaintiffs

Dated: 11/7/2023

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By:  _____
Ryan H. Crosner
Catherine L. Brackett
Attorneys for Defendant