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 JUDSON ENTERPRISES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JENNIFER BENAY HOUGHTON, individually
 and on behalf of all others similarly situated,

Plaintiff,

vs.

JUDSON ENTERPRISES, INC. and DOES 1
 through 20, inclusive,

Defendants.

Case No. 34-2021-00308598

*Assigned for all purposes to:
 Hon. Lauri A. Damrell
 Dept. 28*

CLASS ACTION

**JOINT STIPULATION OF SETTLEMENT
 AND RELEASE**

Complaint Filed: September 22, 2021
 FAC Filed: December 6, 2021
 Trial Date: Not Set

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1 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement”)
2 is made and entered into by and between Plaintiff Jennifer Benay Houghton, on behalf of herself
3 and all others similarly situated (“Plaintiff”), and Judson Enterprises, Inc. (“Defendant”).

4 This Stipulation of Settlement shall be binding on Plaintiff and those persons she seeks to
5 represent, and on (i) Defendant; (ii) its respective past and present direct and indirect subsidiaries
6 and affiliates of any of the foregoing; (iii) the past and present shareholders, directors, officers,
7 agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the
8 foregoing; and (iv) any individual or entity which could be jointly liable with any of the
9 foregoing. The settlement contemplated by this Stipulation of Settlement may hereinafter be
10 referred to as the “Settlement.”

11 THE PARTIES STIPULATE AND AGREE as follows:

12 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

13 2. On September 22, 2021, Plaintiff filed a complaint in Sacramento County
14 Superior Court alleging claims for failure to pay minimum wages, failure to pay overtime wages,
15 failure to provide meal periods, failure to permit rest breaks, unlawful deductions, failure to
16 provide accurate itemized wage statements, failure to pay all wages due upon separation of
17 employment, and violation of Business and Professions Code §§ 17200, et seq. on behalf of all
18 non-exempt employees and independent contractor telemarketers. On December 6, 2021,
19 Plaintiff a First Amended Complaint adding a claim for penalties under the Private Attorneys
20 General Act (“PAGA”) (“Complaint” or “Action”). The “Class Period” is September 22, 2017,
21 through February 28, 2023 or the date the Court preliminary approves the Settlement, whichever
22 is later.

23 3. This Action has been actively litigated. There have been on-going
24 investigations, and there has been an exchange of extensive information. Plaintiff has not filed a
25 motion for class certification in this action, nor has a date been set by the Court for the filing of
26 such a motion.

27 4. For purposes of this Settlement, the “Settlement Class” or “Class Members”
28 shall consist of all persons employed by Defendant as a non-exempt employee or as an

1 independent contractor telemarketer in California from September 22, 2017 through February 28,
2 2023, or the date the Court preliminarily approves the Settlement, whichever is later. The
3 Settlement Class, however, shall not include any person who previously settled or released any
4 of the claims covered by this Settlement, or any person who previously was paid or received
5 awards through civil or administrative actions for the claims covered by this Settlement, or any
6 person who submits a timely and valid Request for Exclusion as provided in this Settlement.

7 5. All Class Members who worked for Defendant in California from September
8 22, 2020 through February 28, 2023 or the date the Court preliminarily approves the Settlement,
9 whichever is later, are deemed for purposes of this Settlement to be aggrieved employees with
10 respect to PAGA ("PAGA Members"), and will be paid their PAGA Share and release their
11 Released PAGA Claims, as defined more fully below, regardless of whether they submit a timely
12 and valid Request for Exclusion from the Settlement.

13 6. Solely for purpose of settling this case, the Parties stipulate and agree that the
14 requisites for establishing class certification with respect to the Settlement Class have been met
15 and are met. More specifically, the Parties stipulate and agree that:

16 a. The Settlement Class is ascertainable and so numerous as to make it
17 impracticable to join all Class Members.

18 b. There are common questions of law and fact including, but not limited to,
19 the following:

20 i. Whether Defendant complied with applicable laws affecting
21 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the
22 California Industrial Welfare Commission; and

23 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
24 penalties, interest, and attorneys' fees and costs.

25 c. Plaintiff believes Plaintiff's claims are typical of the claims of the
26 members of the Settlement Class.

27 d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of
28 the Settlement Class, and that Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Joseph

1 Szilagyi, and Jamie M. Loos of Aegis Law Firm, P.C. should be appointed “Class Counsel,” and
2 will fairly and adequately protect the interests of the Settlement Class.

3 e. The prosecution of separate actions by individual members of the
4 Settlement Class would create the risk of inconsistent or varying adjudications, which would
5 establish incompatible standards of conduct.

6 f. With respect to the Settlement Class, Plaintiff believes that questions of
7 law and fact common to the members of the Settlement Class predominate over any questions
8 affecting any individual member in such Class, and a class action is superior to other available
9 means for the fair and efficient adjudication of the controversy.

10 7. Defendant denies any liability or wrongdoing of any kind whatsoever associated
11 with the claims alleged in the Complaint, and further denies that, for any purpose other than
12 settling this Action, this Action is appropriate for class or representative treatment. With respect
13 to Plaintiff’s claims, Defendant contends, among other things, that it has complied with all
14 applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

15 8. It is the desire of the Parties to fully, finally and forever settle, compromise and
16 discharge all disputes and claims arising from the allegations and causes of action stated in the
17 Complaint. To achieve a full and complete release of Defendant, each Class Member
18 acknowledges that this Stipulation of Settlement is intended to include in its effect all claims
19 alleged in the Complaint and that reasonably could have been alleged in the Complaint based on
20 the factual allegations contained in the Complaint and any amendments thereto.

21 9. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
22 full and complete settlement and release of all claims arising from the allegations in the
23 Complaint against (i) Defendant; (ii) its respective past and present direct and indirect
24 subsidiaries and affiliates of any of the foregoing; (iii) the past and present shareholders,
25 directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and
26 assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable
27 with any of the foregoing (collectively “Released Parties”).

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1 10. Counsel for the Settlement Class have conducted a thorough investigation into the
2 facts of this Action and have diligently pursued an investigation of Class Members' claims
3 against Defendant. Based on their own independent investigation and evaluation, Class Counsel
4 are of the opinion that the Settlement with Defendant for the consideration and on the terms set
5 forth in this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of
6 the Settlement Class in light of all known facts and circumstances, including the risk of
7 significant delay, the risk the Settlement Class will not be certified by the Court, defenses
8 asserted by Defendant and numerous potential appellate issues. Defendant and Defendant's
9 counsel also agree that the Settlement is fair and in the best interest of the Parties.

10 11. The Parties agree to cooperate and take all steps necessary and appropriate to
11 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
12 Settlement.

13 12. This Settlement provides for an administration process wherein Defendant will
14 pay Settlement Awards (defined below) according to a specified formula to each Settlement
15 Class Member who does not request to be excluded from this Settlement, subject to Paragraph 20
16 below. The total payment under the Settlement is \$450,000.00, including all Settlement Awards,
17 the attorneys' fees and litigation costs to Class Counsel, the Enhancement Award to the Class
18 Representative, the employer payroll taxes for the wage portion of the Settlement Awards, the
19 settlement administration costs, \$25,000.00 allocated to penalties under the California Private
20 Attorneys General Act ("PAGA") with \$18,750.00 (three-fourth) paid to the California Labor
21 and Workforce Development Agency ("LWDA") and \$6,250.00 (one-fourth) paid to the
22 Settlement Class, and any other payments provided by the Settlement. The Parties understand
23 and agree Defendant shall have no obligation to pay any person, entity or organization more than
24 the amount of its maximum total liability under the Settlement. The Parties further understand
25 and agree Defendant's total liability under the Settlement shall not exceed the sum of
26 \$450,000.00, except as expressly provided below in the event that workweeks exceed 14,390 by
27 more than 10% for the time period from September 22, 2017 to September 17, 2022.

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TERMS OF SETTLEMENT

13. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. The Parties understand and agree that this Action and any claims, damages or causes of action arising out of the Complaint which are the subject of this Action, are settled and compromised between the Settlement Class and Defendant, subject to the terms and conditions set forth in this Stipulation of Settlement and approval by the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been given to the Settlement Class, providing them with an opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement, and (v) in the event there are written objections filed prior to the formal fairness hearing, which are not later withdrawn, the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not become effective if Defendant is required to pay more than the total amount of its maximum total liability under the Settlement under any circumstances, except as provided for herein. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendant shall not have any obligation (monetary or otherwise) under the terms

1 of this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal
2 with respect to any objections or the judgment, have been finally exhausted and resolved
3 upholding the terms of this Settlement.

4 c. Maximum Settlement Amount, and Net Settlement Amount: To
5 implement the terms of this Settlement, Defendants agree to pay \$450,000, which includes all
6 Settlement Awards to Class Members, the Enhancement Award to the Class Representative,
7 \$25,000.00 allocated to penalties under PAGA with \$18,750.00 (three-fourth) paid to the LWDA
8 and \$6,250.00 (one-fourth) paid to the PAGA Members, the employer's portion of payroll taxes
9 connected with the settlement, and settlement administration expenses ("Maximum Settlement
10 Amount"). The Maximum Settlement Amount will be fully paid out without any residue
11 returning to Defendant. At no time shall Defendant have the obligation to segregate the funds
12 comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority
13 over and responsibility for those funds subject to the disbursement of funds necessary for the
14 payment of claims, approved attorneys' fees, approved costs, approved Enhancement Award to
15 the Class Representative, the employer's share of the payroll taxes for the wage portion of the
16 Settlement Awards, the settlement administration fees and expenses, the payment to the LWDA
17 pursuant to PAGA, and any other payments provided by this Settlement. The Settlement Awards
18 paid to Class Members, the attorneys' fees and litigation costs to Class Counsel, the
19 Enhancement Award to the Class Representative, the fees and expenses of the Settlement
20 Administrator, the payment to the LWDA pursuant to PAGA, the payment to PAGA Members,
21 and any other payments provided by this Settlement, shall be paid out of the Maximum
22 Settlement Amount. The "Net Settlement Amount," the amount available for potential
23 distribution to Class Members, shall be calculated by deducting from the Maximum Settlement
24 Amount, (i) Class Counsel's attorneys' fees and litigation costs, (ii) the Enhancement Award,
25 (iii) the PAGA penalty payment to the LWDA as described further below, (iv) the PAGA Shares
26 paid to PAGA Members as described below, (v) the employer payroll taxes for the wage portion
27 of the Settlement Awards; and (vi) the fees and expenses of the Settlement Administrator.
28

1 Settlement Awards to the Class Members will be calculated by the Settlement Administrator and
2 paid out of the Net Settlement Amount as set forth below.

3 i. Settlement Awards to Class Members: Settlement Awards to Class
4 Members will be calculated by the Settlement Administrator based upon information provided by
5 Defendant. The workweeks will be calculated by Defendant for each Class Member by dividing
6 the total days employed as a Class Member during the Class Period by seven. Partial workweeks
7 will be rounded up to whole weeks. Defendant's workweek data will be presumed to be correct,
8 unless a particular Class Member proves otherwise to the Settlement Administrator by credible
9 written evidence. All workweek disputes will be resolved and decided by the Settlement
10 Administrator, and the Settlement Administrator's decision on all workweek disputes will be
11 final and non-appealable. The amount to be paid per workweek to eligible Class Members will
12 be calculated by the Settlement Administrator by dividing the Net Class Settlement Amount by
13 the aggregate number of weeks worked by Class Members who do not opt out of the Settlement.
14 Any person who opts out of the Settlement is not a Class Member and is ineligible to object to
15 the Settlement or to participate in the Settlement.

16 ii. Private Attorneys General Act Allocation: The Parties have agreed
17 to allocate \$25,000.00 of the Maximum Settlement Amount to Plaintiff's claims under PAGA.
18 The net PAGA settlement amount shall be twenty-five percent of the total PAGA penalties, or in
19 other words \$6,250, and will be paid directly to PAGA Members ("Net PAGA Settlement
20 Amount"). The "PAGA Period" is from September 22, 2020 through February 28, 2023, or the
21 date the Court preliminarily approves the Settlement, whichever is later ("PAGA Period").
22 PAGA Members' workweeks will be calculated by Defendant based upon the number of
23 workweeks worked by the PAGA Members during the PAGA Period. Partial workweeks will be
24 rounded up to whole weeks. Defendant's workweek data will be presumed to be correct, unless a
25 particular PAGA Member proves otherwise to the Settlement Administrator by credible written
26 evidence. All workweek disputes will be resolved and decided by the Settlement Administrator,
27 and the Settlement Administrator's decision on all workweek disputes will be final and non-
28 appealable. The amount to be paid per workweek to PAGA Members ("PAGA Shares") will be

1 calculated by the Settlement Administrator by dividing the Net PAGA Settlement Amount by the
2 aggregate number of weeks worked by PAGA Members.

3 iii. Allocation of Settlement Awards: The Parties have agreed, based
4 on the allegations in the Action, that individual settlement awards for the Settlement Class will
5 be paid and allocated from the Net Class Settlement Amount as follows: 20% as alleged unpaid
6 wages for which IRS Forms W-2 will issue; and 80% for alleged unpaid interest and penalties for
7 which IRS Forms 1099 shall issue. Individual PAGA Shares for the PAGA Members will be
8 paid from the Net PAGA Settlement Amount as alleged penalties for which IRS Form 1099 will
9 issue.

10 iv. Settlement Awards Do Not Trigger Additional Benefits: All
11 Settlement Awards to Class Members shall be deemed to be income to such Class Members
12 solely in the year in which such awards actually are received by the Class Members. It is
13 expressly understood and agreed that the receipt of such Settlement Awards will not entitle any
14 Class Member to additional compensation or benefits under any company bonus, contest or other
15 compensation or benefit plan or agreement in place during the period covered by the Settlement,
16 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
17 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
18 Awards provided for in this Agreement are the sole payments to be made by Defendant to the
19 Class Members in connection with this Settlement, and that the Class Members are not entitled to
20 any new or additional compensation or benefits as a result of having received the Settlement
21 Awards (notwithstanding any contrary language or agreement in any benefit or compensation
22 plan document that might have been in effect during the period covered by this Settlement).

23 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
24 modification, Defendant further agrees to pay, from the Maximum Settlement Amount, Class
25 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 15 below.

26 vi. Class Representative: The Parties agree to the designation of
27 Plaintiff Jennifer Benay Houghton as "Class Representative." Subject to Court approval,
28 Defendant agrees to pay Plaintiff, from the Maximum Settlement Amount, an Enhancement

1 Award at no additional cost to the Released Parties, and subject to Plaintiff's execution of a
2 general release of all claims under California Code of Civil Procedure Section 1542. The
3 Enhancement Award cannot exceed \$7,500.00, subject to Court approval, and is in addition to
4 any claimed individual Settlement Award or PAGA Share to which Plaintiff is entitled under this
5 Settlement. The Enhancement Award is to be part of, and to be deducted from, the Maximum
6 Settlement Amount. Defendant or the Settlement Administrator will issue an IRS Form 1099-
7 MISC for the Enhancement Award to the Plaintiff for Plaintiff's service as a Class
8 Representative, and Plaintiff will be responsible for correctly characterizing this compensation
9 for tax purposes and for paying any taxes on the amounts received. Should the Court approve an
10 Enhancement Award to the Class Representative in an amount less than that set forth above, the
11 difference between the lesser amount approved by the Court and the Enhancement Award set
12 forth above shall be added to the Net Settlement Amount.

13 vii. Settlement Administrator: The Settlement Administrator will be as
14 mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed
15 quote for settlement administration expense which Plaintiff's counsel agrees to request and
16 circulate to Defendant's counsel. All settlement administration expenses shall be paid out of the
17 Maximum Settlement Amount. The fees of the Settlement Administrator for work done shall be
18 paid by Defendant regardless of the outcome of this Settlement. The expenses associated with
19 settlement administration are to be a not-to-exceed amount agreed upon by the Parties.

20 viii. Mailing of Settlement Awards: The Settlement Administrator will
21 cause the Settlement Awards to be mailed to all Class Members who have not opted out of the
22 Settlement, and PAGA Shares to PAGA Members, within 30 calendar days after the Settlement
23 becomes effective as defined in Paragraph 13(b).

24 ix. Notice of Settlement Award: For each Class Member, there will
25 be pre-printed information on the Notice of Settlement Award Form mailed to the Class
26 Member, based on Defendant's records, stating the number of weeks worked as a Class Member
27 during the Class Period and as a PAGA Member, along with each Class Member's estimated
28 Settlement Award and PAGA Share amount. The Notice of Settlement Award Form shall be

1 substantially in the form identified as Exhibit 1 to this Settlement. The pre-printed information
2 based on Defendant's records shall be presumed to be correct, unless written proof to the
3 contrary is provided to the Settlement Administrator. A Class Member or PAGA Member may
4 challenge the pre-printed information on the Notice of Settlement Award Form as to the weeks
5 worked during the Class Period or PAGA Period by submitting written evidence to the
6 Settlement Administrator with the Notice of Settlement Award Form. All disputes regarding
7 weeks worked will be resolved and decided by the Settlement Administrator, and the Settlement
8 Administrator's decision on all disputes will be final and binding.

9 d. Enhancement Award to Plaintiff for Service as Class Representative: The
10 Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff
11 within 30 calendar days after the Settlement becomes effective as defined in Paragraph 13.b.

12 e. Right to Rescission: If more than ten percent (10%) of the Settlement
13 Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set
14 forth in the Notice of Pendency of Class Action and Proposed Settlement, Defendant shall have
15 the right (but need not) in its sole discretion to rescind and to void the Settlement, no later than
16 five (5) business days following the opt-out deadline. If Defendant exercises this option,
17 Defendant shall pay any costs of Settlement Administration incurred up to that date, but not to
18 include Class Counsel's fees and costs.

19 SETTLEMENT ADMINISTRATION

20 14. The Parties agree to mutually agree upon a Settlement Administrator to perform
21 the customary duties of Settlement Administrator; the Parties shall also have the right to select or
22 substitute a different Settlement Administrator by mutual agreement and approval by the Court.
23 The Settlement Administrator will mail the Notice of Pendency of Class Action and Proposed
24 Settlement and the Notice of Settlement Award For to all Class Members, which shall be
25 substantially the same as Exhibits 1 and 2 respectively hereto. The Settlement Administrator will
26 independently review the Notice of Settlement Award Form and Defendant's data, based on
27 Defendant's records, as to the number of weeks worked during the Class Period, and will
28 calculate the amounts due to Class Members in accordance with this Stipulation of Settlement.

1 The Settlement Administrator shall report, in summary or narrative form, the substance of its
2 findings. Upon receipt of funds from Defendant, the Settlement Administrator will issue and
3 mail Settlement Award checks to all Class Members and PAGA Shares to all PAGA Members.
4 Defendant shall be able to review proposed distributions and class workweek data to ensure
5 correct and accurate distributions and representations to the Class Members through the Class
6 Notice and Notice of Settlement Award Form are accurate. Tax treatment of the Settlement
7 Awards will be as set forth herein, and in accordance with state and federal tax laws. All
8 disputes relating to the Settlement Administrator's performance of its duties shall be referred to
9 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of
10 this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation
11 of Settlement have been fully carried out.

12 ATTORNEYS' FEES AND LITIGATION COSTS

13 15. In consideration for settling this Action, in exchange for the release of claims by
14 the Settlement Class, and subject to final approval or modification by the Court, Defendant
15 agrees to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to
16 exceed thirty-five (35) percent of the Maximum Settlement Amount, and attorneys' costs not to
17 exceed \$25,000.00 from the Maximum Settlement Amount. Defendant will not object to Class
18 Counsel's application for attorneys' fees and litigation costs up to these amounts. The amounts
19 set forth above will cover all work performed and all fees and costs incurred to date, and all work
20 to be performed and all fees and costs to be incurred in connection with the approval by the
21 Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the
22 final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser
23 amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and
24 the maximum amounts set forth above shall be added to the Net Settlement Amount.

25 16. The attorneys' fees and litigation costs approved by the Court shall be paid to
26 Class Counsel within 30 calendar days after the Settlement becomes effective as defined in
27 Paragraph 13.b.

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NOTICE TO THE PLAINTIFF CLASS

17. A Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for Final Court Approval (“Notice of Pendency of Class Action and Proposed Settlement”) shall be jointly drafted by the Parties, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice of Pendency of Class Action and Proposed Settlement shall be substantially in the form identified as Exhibit 1 to this Settlement.

a. Within 14 calendar days of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class Members’ names, last-known addresses, last-known telephone numbers, social security numbers, dates of employment, and workweek data during the Class Period. The Parties agree the Social Security Numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in any form. Notwithstanding anything herein to the contrary, Class Counsel will not be entitled to receive the confidential contact information and/or Social Security Numbers of Class Members, unless requested by individual Class Members. To the extent Class Counsel possesses or comes to possess the Class Members’ contact information and/or Social Security Numbers from the Settlement Administrator, upon request by Defendant, Class Counsel shall return all such information (including copies and data or information derived therefrom) within 5 calendar days from the Effective Date of the Settlement, shall not retain copies of such information, and shall not maintain or use such information for any purpose. The spreadsheet provided for above, shall be based on Defendant’s business records and in a format acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. Within 14 calendar days of receiving data from Defendant, the Settlement Administrator will mail the Notice and Notice of Settlement Award Form to Class Members.

b. Notices returned to the Settlement Administrator as non-delivered during the 60-calendar day period for the submission of exclusions or objections shall be resent to the

1 forwarding address, if any, on the returned envelope. If there is no forwarding address, the
2 Settlement Administrator will do an NCOA check and will skip-trace return mail and re-mail
3 within five (5) days of receipt using the Class Member's Social Security Number; this search
4 will be performed only once per Class Member by the Settlement Administrator. Class Members
5 who receive re-mailed notices will have ten (10) days from the remailing of the Notice in which
6 to respond, or until the end of the response period in Paragraph 18, whichever is later, to submit
7 an exclusion or objection accordingly. Upon completion of these steps by the Settlement
8 Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied
9 their obligations to provide the Notice of Pendency of Class Action and Settlement and Notice of
10 Settlement Award Form to the affected member of the Settlement Class. The affected member
11 of the Settlement Class shall remain a member of the Settlement Class and shall be bound by all
12 the terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

13 c. The Notice of Pendency of Class Action and Settlement shall also identify
14 the procedures for opting out of or objecting to the Settlement.

15 d. Class Counsel shall provide to the Court, at least sixteen (16) Court days
16 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
17 diligence and proof of mailing with regard to the mailing of the Notice of Pendency of Class
18 Action and Proposed Settlement and the Notice of Settlement Award Form.

19 ADMINISTRATION PROCESS

20 18. Class Members shall have sixty (60) calendar days from the date of mailing to
21 respond to the Notice of Pendency of Class Action and Proposed Settlement and Notice of
22 Settlement Award Form.

23 19. For any Notice of Settlement Award submitted by Class Members, as provided
24 substantially in the form attached herein as Exhibit 2, the Notice of Settlement Award shall be
25 sent directly by Class Members to the Settlement Administrator at the address indicated on the
26 Notice of Settlement Award. The Settlement Administrator will certify jointly to Class Counsel
27 and Defendant's Counsel the outcome of any disputes raised through the Notice of Settlement
28 Award Forms. Settlement Awards to Class Members will be mailed by the Settlement

1 Administrator within thirty (30) calendar days after the Settlement becomes effective as defined
2 in Paragraph 13(b). Settlement Award checks shall remain valid and negotiable for one hundred
3 eighty (180) calendar days from the date of their issuance; upon the deadline to cash the
4 Settlement Award checks, the checks will automatically be cancelled by the Settlement
5 Administrator if not cashed by the Class Member within that time, at which point the Class
6 Member's check will be deemed void and of no further force or effect, and the Class Member's
7 claims will remain released by the Settlement. The checks provided to Class Members shall
8 prominently state the expiration date or a statement that the checks will expire in one hundred
9 eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the
10 check. Expired Settlement Award checks will not be reissued, except for good cause and as
11 mutually agreed by the Parties in writing. Any residue from uncashed Settlement Award checks
12 after the expiration date will be earmarked and distributed to the Office of the California State
13 Controller within fourteen (14) calendar days after the one hundred eighty (180) day check
14 cashing period expires, pursuant to Code of Civil Procedure section 384. Upon completion of its
15 calculation of payments, the Settlement Administrator shall provide Defendant with a report
16 listing the amount of all payments to be made to each Class Member. Defendant, on behalf of
17 the Released Parties, will pay to the Settlement Administrator the Maximum Settlement Amount
18 within thirty (30) calendar days after the Settlement becomes effective as defined in Paragraph
19 13.b. The Settlement Administrator will be responsible for making appropriate deductions,
20 calculating and reporting the employer payroll taxes on the Settlement Awards, paying to Class
21 Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class
22 Representative the Court-approved Enhancement Award, paying seventy-five percent (75%) of
23 the amount allocated for PAGA penalties to the LWDA per above, paying PAGA Shares to
24 PAGA Members, meeting tax reporting obligations, and for issuing the individual Settlement
25 Awards to Class Members. Proof of compliance with the Court's final approval order will be
26 provided to counsel for the Parties by the Settlement Administrator within twenty-one (21) days
27 after all payment obligations, the check cashing deadline for Class Members, PAGA Members,
28 and payment to the *cy pres* beneficiary have passed.

1 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

2 20. Opting Out of the Settlement. For those Class Members who do not wish to
3 participate in the Settlement, such Class Members may exclude themselves by submitting a
4 timely written request to the Settlement Administrator. The written request ("Request for
5 Exclusion") should state that he/she has received the Notice of Pendency of Class Action and
6 Proposed Settlement, decided not to participate in the Settlement, and words to the effect that
7 he/she desires to be excluded from the Settlement; no particular form is required to be a Request
8 for Exclusion. The Request for Exclusion must also state the individual's full name, address, and
9 date of birth. The Request for Exclusion must also state that it is in reference to the case of
10 Jennifer Benay Houghton v. Judson Enterprises, Inc., Sacramento County Superior Court, Case
11 No. 34-2021-00308598. The Request for Exclusion must be signed, dated and mailed by First
12 Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion
13 must be postmarked and mailed to the Settlement Administrator no later than sixty (60) calendar
14 days after the Settlement Administrator mails, or ten (10) days after remailing, which is later, the
15 Notice of Pendency of Class Action and Proposed Settlement and Notice of Settlement Award
16 Form to the Class Members. Any individual who submits a Request for Exclusion will not be
17 allowed to object to the terms of the Settlement, except with the express permission of the Court.
18 Non-participating Class Members will receive no Settlement Award, but their election not to
19 participate in the Settlement will reduce neither the Maximum Settlement Amount nor the Net
20 Settlement Amount. Their respective Settlement Award will remain a part of the Net Settlement
21 Amount for distribution to Class Members on a *pro rata* basis relative to their Settlement Award.
22 However, as noted above, if such a non-participating Class Member submits a Request for
23 Exclusion, they will still receive their PAGA Share if they qualify as a PAGA Member.

24 21. Objecting to the Settlement. Any individual who does not exclude himself/herself
25 from the Settlement can object to the terms of the Settlement before the deadline to object to the
26 Settlement. To object, the individual may file a written objection and a notice of intention to
27 appear at the Final Approval hearing with the Clerk of the Sacramento County Superior Court of
28 the State of California and send copies to the Settlement Administrator, Class Counsel and

1 counsel for Defendant. Any written objection should state each specific reason in support of the
2 objection and any legal support for each objection. The individual must state his/her full name,
3 address, date of birth. To be valid and effective, any written objections to approval of the
4 Settlement must be filed with the Clerk of the Court or delivered to the Settlement Administrator,
5 Class Counsel and counsel for Defendant no later than sixty (60) calendar days after the
6 Settlement Administrator mails the Notice of Pendency of Class Action and Proposed Settlement
7 and Notice of Settlement Award Form to the Class Members, or ten (10) calendar days after
8 remailing, whichever is later. Objections may also be made at the Final Approval hearing
9 without a written objection being submitted, but only with the Court's express permission. If the
10 Court rejects the objection, the individual will be bound by the terms of the Settlement.

11 RELEASE BY THE CLASS AND PAGA MEMBERS

12 22. Effective upon the date of final approval by the Court of this Stipulation of
13 Settlement, and upon funding of the Maximum Settlement Amount in full by Defendant, and
14 except as to such rights or claims as may be created by this Stipulation of Settlement, the
15 Settlement Class and each member of the Class who has not submitted a valid Request for
16 Exclusion, fully releases and discharges (i) Defendant; (ii) its respective past and present direct
17 and indirect subsidiaries and affiliates of any of the foregoing; (iii) the past and present
18 shareholders, directors, officers, agents, employees, clients, attorneys, insurers, predecessors,
19 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
20 jointly liable with any of the foregoing (collectively "Released Parties"), from all claims alleged
21 in the Action and that reasonably could have been alleged in the Action based on the factual
22 allegations contained in the operative complaint in the Action and any amendments thereto, as to
23 the Class Members, including without limitation, California Labor Code sections 201, 202, 203,
24 204, 210, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 510, 512, 558, 1174, 1174.5,
25 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, California Industrial Commission
26 Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, California Code of Civil
27 Procedure section 1021.5, and Business and Professions Code sections 17200, *et seq.*, and
28 including all claims for or reasonably related to alleged unpaid wages, overtime or double time

1 wages, minimum wages, regular rate of pay, timely payment of wages during employment,
2 timely payment of wages at separation, meal periods and meal period premiums, rest periods and
3 rest period premiums, off-the-clock work, payroll deductions, wage statements, payroll records
4 and recordkeeping, failure to pay additional 401(k) benefits and/or deferred compensation
5 benefits and/or matching benefits for payments received under the Settlement, unfair
6 competition, unfair business practices, unlawful business practices, fraudulent business practices,
7 class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief,
8 punitive damages, liquidated damages, penalties (including but not limited to civil penalties and
9 waiting-time penalties, interest, fees, costs, as well as all other claims and allegations alleged in
10 the Action (collectively “Released Class Claims”), from September 22, 2017 through February
11 28, 2023 or the date the Court preliminarily approves the Settlement, whichever is later (“Class
12 Release Period”). Expressly excluded from the Released Class Claims are claims for retaliation,
13 discrimination, unemployment insurance, disability, workers compensation, PAGA, and claims
14 outside the Released Class Claims.

15 23. The claims to be released by PAGA Members include all claims arising during
16 the PAGA Period to the maximum extent permitted by law, and as a private attorney general
17 acting on behalf of himself and the PAGA Members, asserted or could reasonably have asserted
18 based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all
19 such claims arising under the California Labor Code (including, but not limited to, sections 201,
20 202, 203, 204, 210, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 510, 512, 558, 1174,
21 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.* as alleged in the Complaint)
22 and the wage orders of the California Industrial Welfare Commission and any other Labor Code
23 section or Wage Order based the facts alleged in the Action (collectively “Released PAGA
24 Claims”). This release shall release all Released PAGA Claims by or on behalf of Plaintiff and
25 all PAGA Members from September 22, 2020 through February 28, 2023, or the date the Court
26 preliminarily approves the Settlement, whichever is later (“PAGA Release Period”), regardless
27 of whether Plaintiff and/or a PAGA Member negotiates their/his/her settlement checks sent
28

1 pursuant to this Settlement and regardless of whether any such PAGA Member opts out and
2 excludes himself or herself from the class action portion of the Settlement.

3 24. In addition to the Released Class Claims and Released PAGA Claims identified
4 in Paragraph 22 and 23, Plaintiff Jennifer Benay Houghton, as an individual only, agrees to settle
5 and release any and all claims, whether known or unknown, under all federal, state and local
6 statutes, and federal and state common law (including, but not limited to, those for contract, tort,
7 and equity), including, without limitation, the California Unfair Competition Act (California
8 Business and Professions Code section 17200 et seq.) and the California Labor Code, including
9 section 132a claims against the Released Parties. Plaintiff Jennifer Benay Houghton
10 acknowledges the language of Section 1542 of the California Civil Code, which provides: “A
11 general release does not extend to claims that the creditor or releasing party does not know or
12 suspect to exist in his or her favor at the time of executing the release and that, if known by him
13 or her, would have materially affected his or her settlement with the debtor or released party.”
14 Plaintiff Jennifer Benay Houghton expressly waives the protection of Section 1542. Plaintiff
15 understands and agrees that claims or facts in addition to or different from those which are now
16 known or believed by them to exist may hereafter be discovered. Plaintiff Jennifer Benay
17 Houghton’s intends to settle and fully release all of the claims she now has against the Released
18 Parties, whether known or unknown, suspected or unsuspected.

19 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

20 25. Plaintiff shall promptly submit this Stipulation of Settlement to the Sacramento
21 County Superior Court in support of Plaintiff’s Motion for Preliminary Approval and
22 determination by the Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to
23 provide Defendant the opportunity to review Plaintiff’s Motion for Preliminary Approval. At the
24 same time Plaintiff submits this Stipulation of Settlement to the Sacramento County Superior
25 Court, Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA. At the
26 hearing on the Preliminary Approval, the Parties will appear and support the granting of the
27 motion. Should the Court decline to preliminarily approve material aspects of the Settlement
28 (including but not limited to the scope of release to be granted by Class Members or the binding

1 effect of the Settlement on Class Members), the Parties shall work together in good faith to
2 address any concerns raised by the Court and propose a revised Settlement for the Court's
3 approval. Promptly upon execution of this Stipulation of Settlement, Plaintiff shall apply to the
4 Court for the entry of an order preliminarily approving the Settlement in a form that is mutually
5 agreeable between the Parties and also provides for the following:

6 a. Scheduling a fairness hearing on the question of whether the proposed
7 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
8 the Class Representative's Enhancement Award should be finally approved as fair, reasonable
9 and adequate as to the members of the Settlement Class;

10 b. Certifying a Settlement Class, Plaintiff Jennifer Benay Houghton as Class
11 Representative, and Samuel A. Wong, Kashif Haque, Jessica L. Campbell, Joseph Szilagyi, and
12 Jamie M. Loos of Aegis Law Firm, P.C. as Class Counsel;

13 c. Approving as to form and content the proposed Notice of Pendency of
14 Class Action and Proposed Settlement and proposed Notice of Settlement Award;

15 d. Approving the manner and method for Class Members to request
16 exclusion from the Settlement as contained herein and within the Notice of Pendency of Class
17 Action and Proposed Settlement;

18 e. Directing the mailing of the Notice of Pendency of Class Action and
19 Proposed Settlement by first class mail to the Class Members;

20 f. Preliminarily approving the Settlement subject only to the objections of
21 Class Members and final review by the Court; and

22 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
23 other cases, claims, suits or administrative proceedings (including filing claims with the Division
24 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
25 the Released Class Claims unless and until such Class Members have filed valid Requests for
26 Exclusion with the Settlement Administrator.

27 h. The Preliminary Approval Order shall be substantially in the form
28 attached hereto as Exhibit 3 to this Settlement.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

26. Upon request by Defendant, Class Counsel agrees to return or destroy all confidential documents, lists and data in all forms and formats (originals and copies) within five (5) calendar days from of the Effective Date of the Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and to approve before filing, Plaintiff's Motion for Final Approval of Class Action Settlement. At the hearing on the Final Approval, the Parties will appear and support the granting of the motion. Should the Court decline to finally approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Class Members or the binding effect of the Settlement on Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA penalty payment, Enhancement Award, the Class Counsel's Court-approved attorneys' fees and litigation costs, will not constitute a material modification to the Settlement within the meaning of this Paragraph. Class Counsel agrees to submit a proposed final order and judgment, in a form that is mutually agreeable between the parties and also provides for the following:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and litigation costs;
- c. Approving the Enhancement Award to the Class Representative; and
- d. Entering judgment in accordance with California Rules of Court, Rule 3.769(h), and permanently barring and enjoining all members of the Settlement Class and PAGA Members from prosecuting against Defendant and the Released Parties any claims released by this Stipulation of Settlement.
- e. The Final Approval Order shall be substantially in the form attached hereto as Exhibit 4 to this Settlement.

///

1 PARTIES' AUTHORITY

2 27. The signatories hereto hereby represent that they are fully authorized to enter
3 into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

4 MUTUAL FULL COOPERATION

5 28. The Parties agree to fully cooperate with each other to accomplish the terms of
6 this Stipulation of Settlement, including, but not limited to, execution of such documents and
7 taking such other action as may be reasonably necessary to implement the terms of this
8 Stipulation of Settlement. The Parties shall use their best efforts, including all efforts
9 contemplated by this Stipulation of Settlement and any other efforts that may become necessary
10 by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set
11 forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class
12 Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all
13 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

14 29. The Parties and their respective counsel agree that they will not attempt to
15 encourage or discourage Class Members from filing Requests for Exclusion.

16 NO PRIOR ASSIGNMENTS

17 30. The Parties and their counsel represent, covenant and warrant that they have not
18 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
19 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
20 action or right herein released and discharged except as set forth herein.

21 NO ADMISSION

22 31. Nothing contained herein, nor the consummation of this Stipulation of
23 Settlement, is to be construed or deemed an admission of liability, culpability, negligence or
24 wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation
25 of Settlement solely with the intention to avoid further disputes and litigation with the attendant
26 inconvenience and expenses.

27 ///

28 ///

1 ENFORCEMENT ACTIONS

2 32. The Parties agree that the Sacramento County Superior Court shall retain
3 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil
4 Procedure Section 664.6. In the event one or more of the Parties to this Stipulation of Settlement
5 institutes any legal action or other proceeding against any other Party or Parties to enforce the
6 provisions of this Stipulation of Settlement or to declare rights or obligations under this
7 Stipulation of Settlement, the successful party or Parties shall be entitled to recover from the
8 unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert
9 witness fees incurred in connection with any enforcement actions.

10 NOTICES

11 33. Unless otherwise specifically provided herein, all notices, demands or other
12 communications given hereunder shall be in writing and shall be deemed to have been duly
13 given as of the third business day after mailing by United States registered or certified mail,
14 return receipt requested, addressed as follows:

15 **To Plaintiff and the Settlement Class:**

16 AEGIS LAW FIRM, PC
17 Kashif Haque
18 Samuel A. Wong
19 Jessica L. Campbell
20 Jamie M. Loos
21 9811 Irvine Center Drive, Suite 100
22 Irvine, California 92618

23 **To Defendant:**

24 Cary G. Palmer
25 Evan D. Beecher
26 JACKSON LEWIS P.C.
27 400 Capitol Mall, Suite 1600
28 Sacramento, CA 95814

NO PUBLIC COMMENT

34. The Class Representative and Class Counsel will not make any public
disclosure of the Settlement, the Stipulation of Settlement, or the Confidential Memorandum of
Understanding except through Court filings to approve the Settlement. Class Counsel will take

1 all steps necessary to ensure that the Class Representative is aware of, and will ensure that Class
2 Representative adheres to, the restriction against any public disclosure of the Settlement, the
3 Stipulation of Settlement, or the Confidential Memorandum of Understanding. Following
4 preliminary Court approval of the Settlement, the Class Representative and Class Counsel will
5 not initiate any communications (directly or indirectly) with the media regarding the Action.
6 Class Counsel will take all steps reasonably necessary to ensure the Class Representative is
7 aware of, and will ensure that she will adhere to, the restriction against any media comment on
8 the Settlement and its terms. Notwithstanding the aforementioned, Class Counsel may disclose
9 information as necessary for the purpose of describing their qualifications as Class Counsel, such
10 as through declarations in other cases.

11 CONSTRUCTION

12 35. The Parties hereto agree that the terms and conditions of this Stipulation of
13 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
14 this Stipulation of Settlement shall not be construed in favor of or against any party by reason of
15 the extent to which any party or his, her or its counsel participated in the drafting of this
16 Stipulation of Settlement.

17 CAPTIONS AND INTERPRETATIONS

18 36. Paragraph titles or captions contained herein are inserted as a matter of
19 convenience and for reference, and in no way define, limit, extend or describe the scope of this
20 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is
21 contractual and not merely a recital.

22 MODIFICATION

23 37. This Stipulation of Settlement may not be changed, altered or modified, except
24 in a writing that explicitly references this Stipulation of Settlement, is signed by the Parties
25 hereto, and is approved by the Court, except as provided for in paragraph 42 below. This
26 Stipulation of Settlement may not be discharged except by performance in accordance with its
27 terms or by a writing signed by the Parties hereto.

28 ///

1 INTEGRATION CLAUSE

2 38. This Stipulation of Settlement contains the entire agreement between the Parties
3 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
4 agreements, understandings, representations and statements, whether oral or written and whether
5 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived
6 except in writing.

7 BINDING ON ASSIGNS

8 39. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
9 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
10 administrators, successors, and assigns.

11 CLASS MEMBER SIGNATORIES

12 40. It is agreed that because the members of the Class are so numerous, it is
13 impossible or impractical to have each member of the Class execute this Stipulation of
14 Settlement. The Notice of Pendency of Class Action and Proposed Settlement will advise all
15 Class Members of the binding nature of the release, and the release shall have the same force and
16 effect as if this Stipulation of Settlement were executed by each member of the Class.

17 COUNTERPARTS

18 41. This Stipulation of Settlement may be executed in counterparts and by facsimile
19 signatures, and when each party has signed and delivered at least one such counterpart, each
20 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
21 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
22 upon and effective as to all Parties.

23 POTENTIAL MODIFICATION FOR CLASS SIZE INCREASE

24 42. To mediate and negotiate the terms of this Settlement, Defendant represented
25 that Class Members consisted of 1,861 class members, who have worked 14,390 workweeks
26 from 9/22/2017 to 9/17/2022. The Parties further agree that if the final workweeks from
27 9/22/2017 to 9/17/2022, which formed the basis of the Settlement, increases by more than ten
28 (10) percent above 14,390 workweeks (e.g., to greater than 15,829 workweeks), the Gross

1 Settlement Amount shall increase by the proportional amount for the percentage of workweeks
2 above ten (10) percent (i.e., by the percentage of workweeks above 15,829 workweeks).

3 PLAINTIFF'S MOTION FOR FEES AND COSTS

4 43. Unless otherwise ordered by the Court, Class Counsel shall file their application
5 for the Court-approved attorneys' fees and litigation costs no later than the date the motion for
6 final approval is to be filed, and the application will be scheduled to be heard by the Court at the
7 Final Approval hearing. The Notice of Pendency of Class Action and Proposed Settlement will
8 provide that Class Members who wish to object to the Class Counsel's Court-approved
9 attorneys' fees and litigation costs may submit to the Settlement Administrator, with copies to
10 Parties' Counsel, not later than 60 days after the Settlement Administrator mails the Notice of
11 Pendency of Class Action and Proposed Settlement (or 10 days after remailed, whichever is
12 later), written objection to the fees and costs setting forth the grounds for the objection. A Class
13 Member who does not submit a written statement of objection in the manner and by the deadline
14 specified above, or who fails to attend the hearing on the application for attorneys' fees and
15 litigation costs and object in person, will be deemed to have waived any objections and will be
16 foreclosed from making any objections (whether by appeal or otherwise) to the Class Counsel
17 fees and litigation costs, except when permitted by the Court. Non-participating Class Members
18 who submitted a valid Request for Exclusion shall have no ability to object to the Court-
19 approved attorneys' fees and litigation costs.

20 ATTORNEY AUTHORIZATION

21 44. Class Counsel and Defendant's Counsel warrant and represent that they are
22 authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or
23 permitted to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its
24 terms, and to execute any other documents required to effectuate the terms of this Stipulation of
25 Settlement including any amendments to this Stipulation of Settlement. The Parties and their
26 counsel will cooperate with each other and use their best efforts to affect the implementation of
27 the Stipulation of Settlement. In the event the Parties are unable to reach agreement on the form
28 or content of any document needed to implement the Stipulation of Settlement, or on any

1 supplemental provisions that may become necessary to effectuate the terms of this Stipulation of
2 Settlement, the Parties will seek the assistance of the Mediator Tripper Ortman for resolution.

3 SEVERABILITY

4 45. The Parties to this Stipulation of Settlement agree, covenant, and represent that
5 each and every provision of this Stipulation of Settlement shall be deemed to be contractual, and
6 that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the
7 Parties further agree, covenant, and represent that each and every provision of this Stipulation of
8 Settlement shall be considered severable. If a court of competent jurisdiction finds any provision
9 to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full
10 force and effect to the extent allowed by law, and all of the remaining provisions of this
11 Stipulation of Settlement shall remain in full force and effect.

12 EXTENSION OF TIME

13 46. If either Party cannot reasonably comply with an obligation under this
14 Stipulation of Settlement by the deadline set forth herein applicable to that obligation, that Party
15 may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to
16 such a request for an extension will not be unreasonably withheld by the other Party.

17 NO WAIVER

18 47. No waiver of any condition or covenant contained in this Stipulation of
19 Settlement or failure to exercise a right or remedy by any of the Parties hereto shall be
20 considered to imply or constitute a further waiver by such party of the same or any other
21 condition, covenant, right or remedy.

22 APPLICABLE LAW

23 48. All terms and conditions of this Stipulation of Settlement and its exhibits will be
24 governed by and interpreted according to the laws of the State of California.

25 FAIR SETTLEMENT

26 49. The Parties and their respective counsel believe and warrant that this Stipulation
27 of Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived
28

at this Stipulation of Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.

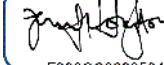
NO TAX ADVICE

50. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: 3/24/2023 | 10:52 AM PDT

DocuSigned by:

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JENNIFER BENAY HOUGHTON

Defendant

Dated: _____

JUDSON ENTERPRISES, INC.

By: _____

APPROVED AS TO FORM:

Dated: _____

AEGIS LAW FIRM. PC

By:  _____

Samuel A. Wong

Kashif Haque

Jessica L. Campbell

Jamie M. Loos

Attorneys for Plaintiff

Dated: _____

JACKSON LEWIS P.C.

By: _____

Cary G. Palmer

Evan D. Beecher

Attorneys for Defendant

1 at this Stipulation of Settlement through arms-length negotiations, taking into account all
2 relevant factors, current and potential.

3 NO TAX ADVICE

4 50. Neither Class Counsel nor Defendant's Counsel intend anything contained in
5 this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this
6 Settlement be relied upon as such within the meaning of United States Treasury Department
7 Circular 230 (31 CFR Part 10, as amended) or otherwise.

8 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
9 Joint Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s)
10 set forth below:

11 Plaintiff and Class Representative

12 Dated: _____

13 JENNIFER BENAY HOUGHTON

14 Defendant

15 Dated: 2-14-23

JUDSON ENTERPRISES, INC.

16 By: 

17 APPROVED AS TO FORM:

18 Dated: _____

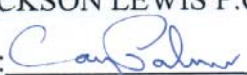
AEGIS LAW FIRM, PC

19 By: _____

20 Samuel A. Wong
21 Kashif Haque
22 Jessica L. Campbell
23 Jamie M. Loos
24 Attorneys for Plaintiff

25 Dated: 4-04-23

JACKSON LEWIS P.C.

26 By: 

27 Cary G. Palmer
28 Evan D. Beecher
Attorneys for Defendant

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

JENNIFER BENAY HOUGHTON, individually and on
behalf of all others similarly situated,
Plaintiff,

vs.

JUDSON ENTERPRISES, INC. and DOES 1 through 20,
inclusive,
Defendants.

Case No. 34-2021-00308598

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

**ATTENTION: ALL NON-EXEMPT EMPLOYEES AND INDEPENDENT CONTRACTOR TELEMARKETERS OF
JUDSON ENTERPRISES, INC. WHO WORKED IN CALIFORNIA FROM SEPTEMBER 22, 2017 THROUGH [DATE OF
PRELIMINARY APPROVAL]:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF
CLASS ACTION AND PAGA LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT
ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

**IF YOU WISH TO RECEIVE YOUR PORTION OF THE SETTLEMENT, YOU DO NOT NEED TO DO
ANYTHING.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE
SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE
[REDACTED], 2023.**

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement of the Superior Court of the State of California
for Sacramento County entered [REDACTED], 2023, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court
of the State of California for the County of Sacramento on behalf of all persons employed by Judson Enterprises, Inc. as a non-exempt
employee or an independent contractor telemarketer in California between September 22, 2017 through [Date of Preliminary Approval]
(the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion
(as explained below), or who previously settled, released or received awards for claims covered by the Settlement. This settlement also
covers all Class Members who worked for Judson Enterprises, Inc. in California from September 22, 2020 through [Date of Preliminary
Approval] ("PAGA Members").

"Released Parties" in the Action include (i) Judson Enterprises, Inc. ("Defendant"); (ii) its respective past and present direct
and indirect subsidiaries and affiliates of any of the foregoing; (iii) the past and present shareholders, directors, officers, agents,
employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity
which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you worked as a non-exempt employee or as an independent contractor
telemarketer for Defendant during the Class Period and/or the PAGA Period (defined below). This notice is to advise you of how you
can either participate in the Settlement or be excluded from the Settlement.

If you are a member of the Class, you will automatically receive a Settlement Award payment if you do not exclude yourself.
After final approval by the Court, the payments will be mailed to you at the same address as this Class Notice. If your address has
changed, please notify the Settlement Administrator as explained below.

I. BACKGROUND OF THE CASE

Plaintiff Jennifer Benay Houghton ("Plaintiff" or "Class Representative") filed a complaint against Defendant in the
Sacramento Superior Court alleging claims for unpaid wages, minimum wages, overtime wages, meal periods, rest breaks, unlawful
deductions, itemized wage statements, wages due upon separation of employment, unfair competition, and penalties under the Private
Attorneys General Act ("PAGA"), on behalf of herself and all non-exempt employees or independent contractor telemarketers who
worked for Defendant in California ("Complaint") from September 22, 2017 through [Date of Preliminary Approval]. Defendant filed

an answer to this Complaint denying all material allegations and asserting affirmative defenses. The term “Action” means this putative class and PAGA action pending in Sacramento County Superior Court, Case No. 34-2021-00308598. The Class Period is between September 22, 2017 and [redacted] [Date of Preliminary Approval] (the “Class Period”). The PAGA Period is between September 22, 2020 and [redacted] [Date of Preliminary Approval] (the “PAGA Period”).

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties participated in private mediation before a well-respected class action mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon a proposal by the mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have since entered into a Joint Stipulation of Settlement and Release between Plaintiff and Defendant, which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. However, you may not opt out of the portion of the settlement relating to PAGA Period for which PAGA Shares will be issued.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of \$450,000 for all claims, damages, attorneys’ fees, costs, the enhancement award, penalties, and claims administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed thirty-five percent of the Maximum Settlement Amount, attorneys’ costs not to exceed \$25,000, an Enhancement Award to the Class representative not to exceed \$7,500, the employer payroll taxes on the wage portion of the settlement awards, the fees and expenses of the Settlement Administrator estimated not to exceed \$[redacted], \$18,750 payable to the California Workforce Development Agency (“LWDA”) for alleged PAGA penalties, and \$6,250 payable to PAGA Members for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of weeks worked by Class Members and during the Class Period. The entire Net Settlement Amount will be paid out to Class Members.

The Notice of Settlement Award Form lists the number of weeks you worked during the Class Period and PAGA Period, and your estimated Settlement Award. The value of the actual Settlement Award may be more or less depending upon the final number of Class Members and number of weeks worked by Class Members.

B. Settlement Formula, Settlement Awards, and PAGA Shares

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who does not submit a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Settlement Awards payable to eligible Class Members will be allocated for tax purposes as follows: 20% as alleged unpaid wages for which IRS Forms W-2 will issue; and 80% for alleged unpaid interest and penalties for which IRS Forms 1099 shall issue. Defendant will also pay PAGA Shares through a Settlement Administrator, as described below, to each PAGA Member regardless of whether they submit a Request for Exclusion from the Settlement. PAGA Shares will be paid for alleged unpaid penalties for which IRS Forms 1099-MISC will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. PAGA Shares to PAGA Members will be based on the number of weeks worked by individual PAGA Members during the PAGA Period. The number of workweeks will be determined by reference to Defendant’s records. The Defendant, based on Defendant’s records, will calculate the number of workweeks for each Class Member during the Class Period and each PAGA Member during the PAGA Period. The number of workweeks will be calculated by dividing by seven the total number of days worked by the Class Member/PAGA Member for Defendant in California during the Class Period and the PAGA Period. Partial workweeks will be rounded up to whole weeks.

Receipt of the Settlement Awards or PAGA Shares will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records

For each Class Member, the amount payable to the Class Member will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of weeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member with the Notice of Settlement Award Form. The dispute will be resolved by the Settlement Administrator as described in Section E below.

D. Release of Claims

The Joint Stipulation of Settlement and Release between Plaintiff and Defendant contains a release which releases Defendant and the Released Parties from all claims alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaint in the Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et seq., California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq., California Code of Civil Procedure section 1021.5, and Business and Professions Code sections 17200, et seq., and including all claims for or reasonably related to alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, wage statements, payroll records and recordkeeping, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, punitive damages, liquidated damages, penalties (including but not limited to civil penalties and waiting-time penalties, interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively "Released Class Claims"), from September 22, 2017 through [REDACTED] [Date of Preliminary Approval] ("Class Release Period").

Regardless of whether PAGA Members submit a valid Request for Exclusion, PAGA Members will be bound by a release of all PAGA penalties asserted or that could have reasonably been asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all such claims arising under the California Labor Code California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 210, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et seq. as alleged in the Complaint) and the wage orders of the California Industrial Welfare Commission and any other Labor Code section or Wage Order based the facts alleged in the Action (collectively "Released PAGA Claims"), from September 22, 2020 through [REDACTED] [Date of Preliminary Approval] ("PAGA Release Period").

Expressly excluded from the releases are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Class Claims and Released PAGA Claims.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendant's records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Settlement Administrator with the Notice of Settlement Award Form. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, Class representative will receive an Enhancement Award up to \$7,500. This payment will be made for her service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of 35 percent of the Maximum Settlement Amount and attorneys' costs not to exceed \$25,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from the Settlement

If you do not wish to participate as a Class Member in the Settlement, you may be excluded (i.e., “opt out”) by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect (“Request for Exclusion”). PAGA Members are not entitled to opt out as a PAGA Member or from the Released PAGA Claims.

Your Request for Exclusion as a Class Member must also state your full name, address, date of birth, and the dates you were employed by Defendant as a non-exempt employee or as an independent contractor telemarketer in California. Your Request for Exclusion must also reference the name of the case: *Jennifer Benay Houghton v. Judson Enterprises, Inc.*. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

[Settlement Administrator]
[Address]
Telephone: 1 (800) 000-0000

The Request for Exclusion must be postmarked no later than [REDACTED], 2023. If you submit a Request for Exclusion which is not postmarked by [REDACTED], 2023, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Class Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties.

B. Objection to Settlement

If you do not exclude yourself as a Class Member from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must send the Settlement Administrator a signed and written statement of the grounds of objection, along with all supporting papers, which must be postmarked no later than [REDACTED], 2023. Alternatively, you may appear at the Final Approval hearing currently set for [REDACTED], 2023, at [REDACTED] (Pacific Time) at the Sacramento Superior Court, 720 9th Street, Sacramento, California, 95814 in Department 28 to object.

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of you were employed as a non-exempt employee in California by Defendant. If your Notice and Notice of Settlement Award Form was re-mailed to you, you have the later of 10 calendar days from the date of remailing or 60 calendar days from the date of original mailing to submit a written objection.

If you choose to file an objection to the terms of this Settlement, you may also enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] p.m. (Pacific Time) on [REDACTED], 2023, in Department 28, Superior Court of the State of California for the County of Sacramento, Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California, 95814, or such other later date as the Court may authorize.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Class Claims in exchange for the payment you are receiving. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Class Claims covered by this Settlement. Regardless of whether a Class Member opts out of the Settlement, all PAGA

Members will be barred from ever suing Defendant and the Released Parties with respect to the Released PAGA Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 28 of Superior Court of the State of California for the County of Sacramento, Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California, 95814, on [REDACTED], 2023, at [REDACTED] (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED], 2023, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than 35 percent of the Settlement for attorneys' fees (currently \$157,500.00) and not more than \$25,000 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Settlement and Release between Plaintiff and Defendant" which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation of Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento Superior Court, Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California, 95814 or at [www.\[REDACTED\].com](http://www.[REDACTED].com).

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

CLASS COUNSEL

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Joseph Szilagyi
Jamie M. Loos
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**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT**

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

JENNIFER BENAY HOUGHTON v. JUDSON ENTERPRISES, INC.
SACRAMENTO COUNTY SUPERIOR COURT, CASE NO. 34-2021-00308598

NOTICE OF SETTLEMENT AWARD

INSTRUCTIONS

MAIL TO
Settlement Administrator
c/o [REDACTED]

You must complete, sign, date and mail this Notice to the address above **ONLY IF**: (1) your personal information has changed; and/or (2) you dispute the information provided below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last) _____

(II) Please type or print the following identifying information if your information has changed:

Former Names (if any) _____

Street Address _____

City _____ State _____ Zip Code _____

(III) According to Defendant Judson Enterprises, Inc.'s records, you worked [REDACTED] workweeks as a non-exempt employee or independent contractor telemarketer in California between September 22, 2017 and [REDACTED] [date of preliminary approval] ("Class Period"). You also worked [REDACTED] workweeks as a non-exempt employee or as an independent contractor telemarketer in California between September 22, 2020 and [REDACTED] [date of preliminary approval] (the "PAGA Period"). As a result, you are entitled to receive approximately \$ [REDACTED] for the Class Period and the PAGA Period combined.

(IV) If you disagree with the number of workweeks as stated in Paragraph (III) above, please explain why, including the number of workweeks you claim to have worked as a non-exempt employee or as an independent contractor telemarketer in California during the Class Period and/or the PAGA Period for Judson Enterprises, Inc.

If you dispute the above information from Defendant Judson Enterprises, Inc.'s records, the Company's records will control unless you are able to provide documentation that establishes otherwise and that the Company's records are mistaken. If there is a dispute about whether Company's information or yours is accurate, and the dispute cannot be resolved informally by the attorneys for the parties, the dispute will be resolved by the Claims Administrator as described in the Notice of Proposed Class Action Settlement, and Hearing Date for Final Court Approval of Settlement; the Claims Administrator's decision will be final and binding with no opportunity for appeal.

Please Note: All settlement awards may be subject to taxation and tax withholdings and may be reported to the IRS and state tax authorities. IRS Forms W-2 and 1099 (and equivalent California forms) will be issued pertaining to your Settlement Award and PAGA Share. The settlement checks will only be valid for 180 days and will not be re-issued.